



HOSPITALITY (BOX) 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**”).

2. Definitions and interpretation

- 2.1 In this Licence the following expressions shall have the following meanings:

“**Access Ways**” means the entrance, hall, corridors, lobbies, staircase, access ways, passages, lifts and escalators of the Stadium or over which the Stadium enjoys rights of access, the use of which is necessary for obtaining access to and egress from the Box and the Designated Areas or such of them as afford reasonable access and egress as above as the Club may from time to time in its absolute discretion designate on 30 (thirty) days’ notice to the Client;

“**Advertising Benefits**” means those benefits specific to the Box and listed in clause 4.1;

“**Away Tickets**” means tickets for Away Tie(s);

“**Away Ticket Terms and Conditions**” means the terms and conditions as posted on the Club’s website relating to the purchase of Away Tickets for and attendance at any Away Ties;

“**Away Tie**” means a League and/or Domestic Cup Competition (as applicable) match (excluding the relevant competition final and/or semi-final if not held at the Stadium) (i) in which the First Team is designated as the away team; and/or (ii) that does not take place at the Stadium, but which takes place at a venue not controlled by the Club;

“**Booking Confirmation**” means the email the Club sends to the Client confirming acceptance of the Booking Form;

“**Business Day(s)**” means a day other than a Saturday, Sunday or public holiday in England when banks in England are generally open for business;

“**Box**” means the executive box number situated at the Stadium in the stand identified in the Booking Confirmation or such other executive box at the Stadium as the Club may from time to time in its absolute discretion designate on 30 (thirty) days written notice to the Client;

“**Conditions of Issue**” means the terms and conditions governing the issue and use of tickets as determined by the Club at its absolute discretion from time to time, which can be found here:<https://www.newcastleunited.com/en/single-match-terms-and-conditions> ;

“**Contract**” has the meaning given in clause 3.1;

“**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 any regulations made thereunder, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended 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;

"Designated Areas" means:

- (i) all communal bar and lounge areas within the level of the Stadium on which the Box is situated;
- (ii) all communal toilets within the level on which the Box is situated;
- (iii) all seats allocated to the Box to be used by the Client, its representatives and/or Guests for the viewing of the Relevant Events or any other use permitted in accordance with these Terms; and
- (iv) such other area(s) of the Stadium as the Club may from time to time at its absolute discretion designate on 30 (thirty) days' notice to the Client;

"Designated Times" means those periods commencing 2 (two) hours before the commencement and terminating 1 (one) hour following the conclusion of each of the Relevant Events subject always to the discretion of the Club and compliance with the applicable licensing laws and Ground Regulations;

"Domestic Cup Competition" means (i) the League Cup or (ii) The FA Cup (as applicable);

"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;

"FA Cup" means The Football Association Challenge Cup (known as 'The FA Cup');

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

"Force Majeure" and/or **"Force Majeure Event"** means any circumstance (whether known to the parties are unknown at the time of the Contract) which is not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic (or governmental and/or regulatory response to the same or a public health emergency), 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, interruption or failure of utility service, nuclear, chemical or biological contamination or sonic boom, 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), non-performance by suppliers or subcontractors;

"Friendly" means a non-competitive, pre-season fixture held at the Stadium and in which the First Team competes during the Licence Period;

"Ground Regulations" means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Stadium which can be



found here: <https://www.newcastleunited.com/en/st-james-park/visitor-information/ground-regulations>;

“Guests” means the Client's servants, agents, employees, visitors, attendees or other invitees;

“Home Tie” means a League or Domestic Cup Competition fixture in which the First Team is drawn and/or scheduled to play as the home team at the Stadium;

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

“League” means the Premier League or such other domestic football league in which the First Team competes during the Licence Period;

“League Cup” means the English Football League (EFL) Cup;

“League Phase” means the league phase of the European Competition in which the First Team are playing Home Ties at the Stadium during the Season;

“Licence” means the licence of the Box by the Club to the Client under the terms of the Contract;

“Licence Fee” means the fee payable for the Licence Package and payable by the Client in consideration of the grant of the Licence at clause 3 (Licence);

“Licence Package” means the package for the licence of the Box by the Client, as set out in the Booking Confirmation and referred to in clause 9 (Client undertakings);

“Licence Period” means the period during which the Licence shall be granted to the Client, as set out in the Booking Confirmation;

“Match(es)” means such Friendly, League and Domestic Cup Competition game(s) designated as Home Tie(s) as may be played by the First Team at the Stadium during the Licence Period;

“Match Day” means the scheduled day of a Match or (where the Client has purchased access to their Box for the European Competition) a European Competition Match;

“Match Day Hospitality” means hospitality provided to the Client on a Match Day in accordance with the Licence;

“Relevant Events” means those Matches scheduled to be played at the Stadium as set out in the Annex (Part A) to these Terms and Conditions;

“Season” means the period within and to which the Licence Period relates, starting with the first official match of the domestic football season (taking place after 1 July 2026) and ending with the last official match of the relevant League in 2027 as set out in the Booking Form or Booking Confirmation;

“Stadium” means St James' Park, Newcastle upon Tyne, NE1 4ST;

“Stadium Event” means any event taking place at the Stadium (including a home European Competition Match) which is not a Relevant Event;

2.2 All other terms not defined above shall have the same meaning as set out in the Contract.

2.3 Please read these Terms and Conditions carefully before you submit the Booking Form. These Terms and Conditions tell you who we are, how we will provide the service to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.



- 2.4 You can contact us by telephoning our customer service team at 0191 201 8444 or by writing to us at hospitality@nufc.co.uk.
- 2.5 If the Club needs to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in the Booking Form or Booking Confirmation. The words “writing” or “written” in these Terms and Conditions shall include email.
- 2.6 For the avoidance of doubt:
- 2.6.1 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).
 - 2.6.2 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
 - 2.6.3 where the named Client is a legal entity, the contracting party to the Contract (as defined in clause 3.1 below) shall at all times remain that legal entity (as noted on the Booking Form only), subject to clause 23.1 **Error! Reference source not found.** below; and
 - 2.6.4 the Client (whether a natural person or legal entity) remains directly responsible at all times for activity on their account under the Contract.

3. Licence

- 3.1 The Booking Form constitutes an offer by the Client to purchase, in accordance with these Terms and Conditions, the rights in relation to the Box set out in clause 3.2 below and the Advertising Benefits set out in clause 4.1. Upon the issue by the Club of the Booking Confirmation, a contract will come into existence between the Client and the Club for the grant of the Licence, subject always to payment of the Licence Fee as specified in the Booking Confirmation and the conditions set out herein (“**the Contract**”). The Contract shall be subject to and include (a) these Terms and Conditions; (b) the Conditions of Issue (c) the code of conduct issued by the Club from time to time applicable to all attendees at the Stadium (“**Supporter Code of Conduct**”) of which the current version can be found on the Club’s website; and (d) the European Competition Terms and Conditions (if applicable).
- 3.2 Subject to the terms of the Contract, and in consideration of the Licence Fee, the Club hereby grants to the Client for the Licence Period:
- 3.2.1 the right (in common with the Club and all others authorised by the Club so far as is not inconsistent with the rights given to the Client) to use:
 - 3.2.1.1 the Box, for the purposes of viewing the Relevant Events in the company only of the permitted number of Guests; and



3.2.1.2 the Designated Areas, for the purpose of activities ancillary to the viewing of the Relevant Events,

in each case during the Designated Times and in accordance with the Contract, subject always to the terms of the Contract, Force Majeure, and any and all Ground Regulations;

3.2.2 the right for the Client to use the Box on a maximum of 6 (six) separate occasions for the Client's private use such as for meetings and/or staff functions (each such occasion not to last longer than 8 (eight) hours in duration) at the Club's sole discretion. For the avoidance of doubt, such additional use is subject always to:

3.2.2.1 the Client making a prior booking request to the Club specifying the preferred date(s), duration, and number of Guest(s);

3.2.2.2 the Club confirming its express written consent; and

3.2.2.3 the terms of the Contract;

3.2.3 the right to use the Access Ways, for the purposes of access to and egress from the Box and the Designated Areas.

3.3 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 Box and/or the Stadium. 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.

3.4 The Club and the Client hereby agree that the grant of the Licence and/or these Terms and Conditions shall not confer any right of exclusive possession of the Box on the Client and, at any time during the Term, the Club may (on giving 7 (seven) days' written notice in accordance with clause 14 (Notices) where reasonably possible) relocate the Client to another Box (including in the event of any construction, development, maintenance or any other works, Force Majeure or unforeseen circumstances affecting the Box and/or the Stadium) as specified in such notice provided that the Club shall use its reasonable endeavours to ensure that, insofar as it is practicable, the alternative area and facilities so provided shall be reasonably equivalent to the Box.

3.5 If the Box becomes unavailable for use by the Client for any part of the Licence Period for reasons other than: (i) the action or inaction of the Client or its Guests and/or (ii) a Force Majeure event, and the Club has not made available a reasonably equivalent alternative facility for use by the Client for such part of the Licence Period, the Club shall not be deemed to be in breach of the Contract and (as the Client's sole remedy) shall pay to the Client compensation calculated in accordance with the following formula:

$$\text{Licence Fee} \times \left(\frac{A}{6} \right) = \text{Compensation}$$



B

Where:

'A' represents the number of Relevant Events when the Box is unavailable for use; and

'B' represents the number of Relevant Events in the Licence Period referred to above.

3.6 The Box and any tickets which may be issued by the Club in connection with the use of the Box 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. For the avoidance of doubt, the Client remains the party responsible at all times for the admission and conduct of its Guests, including in particular, their compliance with clause 5 below.

3.7 The European Competition Terms and Conditions shall apply to all Clients who opt to purchase additional ticket(s) for relevant European Competition Matches.

4. Box Advertising Benefits

4.1 In consideration of the payment of the Licence Fee and subject always to clause 4.2 below, the Club shall provide the following Advertising Benefits to the Client for the Licence Period:

4.1.1 (where an advertising board is expressly stated to be included in the Licence Package for the Box) an advertising board, the artwork and dimensions of which shall be determined by the Club following consultation with the Client and displayed adjacent to the Box during all Relevant Events **provided always that** and for the avoidance of doubt:

4.1.1.1 the Club reserves the right to remove all advertising without prior notice to the Client at all other times outside the Relevant Event period; and

4.1.1.2 where the Box is situated in the Leazes Stand of the Stadium, the Client acknowledges that the Box has no external signage and therefore the Client agrees that no advertising board will be provided in the Licence Package.

4.1.2 the name of the Client displayed on the door of the Box during all Relevant Events in a form which shall be determined by the Club following consultation with the Client; and

4.1.3 the name of the Client displayed during all Relevant Events on a board displaying the names of all the executive box holders in the reception area to the Designated Areas in a form which shall be determined by the Club following consultation with the Client.

4.2 The Client and the Club hereby each acknowledge and agree that the Club shall not be in breach of any obligation to the Client where the Club is prevented from providing any of the Advertising Benefits on account of any obligations of or restrictions imposed upon the Club (whether regulatory, contractual or otherwise) to:

4.2.1 any relevant sports governing body (including but not limited to FIFA, UEFA, The Football Association, The Premier League, and The English Football League);

4.2.2 any sponsor of any competition or tournament in which the Club is engaged or for which the Stadium is a designated venue;



- 4.2.3 any broadcasting organisation having rights to broadcast in respect of any of the Relevant Events or any event of whatever nature taking place at the Stadium;
 - 4.2.4 any promoter of any event of whatever nature taking place at the Stadium; and/or
 - 4.2.5 any sponsor and/or partner of the Club from time to time.
- 4.3 Further and for the avoidance of doubt, the parties acknowledge that if, for whatever reason, the Club is unable to deliver any of the Advertising Benefits precisely as set out in these terms, the Club may substitute alternative rights to an equivalent value without penalty.
- 4.4 The reasonable cost of the preparation of any artwork and/or signage to be displayed by the Club in accordance with this clause 4 shall be borne by the Club save where the Club and Client (acting reasonably) are unable to agree the form and/or content of such artwork and/or signage. In such circumstances:
 - 4.4.1 the Client may at its own expense produce such artwork and/or signage as it requires provided always that such artwork and/or signage does not contain any image or material which the Club considers at its sole direction to be offensive or inappropriate for public display within the Stadium; and
 - 4.4.2 the Club may, at its absolute discretion, either:
 - 4.4.2.1 consent to display the same in accordance with this clause 4; or
 - 4.4.2.2 reject the same and display such artwork and/or signage on behalf of the Client as the Club in its absolute discretion sees fit.
- 4.5 Please note that where the Box is located in the Leazes Stand or North Stand of the Stadium, no interior imagery in the Box or external signage will be permitted, save that the Client may display its company name and logo only inside the Box.
- 5. Box Booking Conditions**
- 5.1 The Club may change the Licence Package and/or the Match Day arrangements:
 - 5.1.1 to reflect changes in relevant laws and regulatory requirements; and/or
 - 5.1.2 to implement operational or technical adjustments and improvements.
- 5.2 The Box and Licence Package as detailed in the Booking Form shall, at the discretion of the Club, be reserved for the Client for up to 5 (five) Business Days from the date of submission indicated on the Booking Form.
- 5.3 The Club shall not accept responsibility for any delay that may be caused by any Booking Form which is completed incorrectly by the Client.
- 5.4 Further, 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 in accordance with clause 14 (Notices). Such changes will not affect any Contract(s) already made with the Club or Match Day Hospitality already enjoyed in the Season, but any future Match Day Hospitality pursuant



to the Licence, or order(s), will be subject to the new terms and conditions. No alteration or amendment to this Contract shall be binding unless agreed in writing by the Club.

- 5.5 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 these Terms and Conditions. The Contract shall constitute the entire agreement between the Club and the Client, superseding and extinguishing all previous agreements relating to the Season, understandings and arrangements between them (including, without limitation, in respect of conduct or practice in previous season(s)), whether written or oral, relating to the Client's use of the Box (as detailed in the Booking Form or Booking Confirmation).
- 5.6 The Club cannot guarantee that the usage anticipated under clause 3.2 will proceed as planned at the time of the Contract; for example, the Club cannot guarantee that any Match will be played as scheduled or otherwise. Any Match, may be cancelled, postponed, abandoned during play or rearranged and the dates and/or kick off times of all Matches or during a Season may be subject to change for any reason including factors outside the Club's control such as, without limitation, pandemic (including related guidance, laws, regulations, restrictions (whether at local government level or national level or football authorities level)), adverse weather conditions, television broadcasting or Domestic Cup Competition or European Competition requirements. If the Match is cancelled, postponed, rescheduled, abandoned, or otherwise rearranged then the position is as follows:
- 5.6.1 where prior to a Match Day (e.g., because of television broadcasting rescheduling or otherwise) or prior to admission to the Stadium on a Match Day, the Match or is rearranged for another date, the Client shall be entitled to attend the rearranged Match or at no extra charge to the Client;
 - 5.6.2 if a Match is abandoned after admission to the Stadium (whether before or after kick-off) and such Match is rearranged, the Client shall be entitled to attend the rearranged Match at no extra charge to the Client but, in such circumstances, food and beverage services may be provided to the Client for the rearranged Match at the sole discretion of the Club;
 - 5.6.3 due to the seasonal nature of the Licence Package, if an individual Match is cancelled (whether before or after kick off) and such Match is not rearranged, the Client shall not be entitled to a reduction or refund of the Licence Fee (or pro rata value of the Match Day Hospitality for the cancelled Match).
- 5.7 In each of the circumstances set out in clause 5.6, the Club shall not be deemed to be in breach of these Terms and Conditions and the position set out above shall be the Client's sole remedy. The Club shall not be liable for any consequential losses whatsoever 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.
- 5.8 Except where the Club has provided a Booking Confirmation, the Club reserves the right at its sole discretion to reject any completed Booking Form.
- 5.9 If there is any inconsistency between these terms, the Booking Form or the Booking Confirmation, the provisions of these Terms and Conditions shall prevail.

6. Payment Terms



- 6.1 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.
- 6.2 Unless payment terms are offered to the Client (at the Club's sole discretion) in accordance with clause 6.5, at the date and time of the Booking Confirmation the Club shall charge and the Client shall pay the Licence Fee in full. The Club also reserves the right to charge the Client a deposit in respect of the Licence Package (the amount of such deposit required shall be as set out in the Booking Confirmation). Where the Club provides for a deposit to be paid in the Booking Confirmation, the deposit will be credited against the Licence Fee. Where the Client is required to pay the Licence Fee in full, it is to be paid no later than 1 July 2026, and the time for such payment shall be of the essence.
- 6.3 If the Client fails to pay the Licence Fee (or, for the purposes of clauses 6.5 and 7 (Payment by Direct Debit) below, any agreed instalment(s) thereof) in full in accordance with the payment dates outlined within this Contract, then the Club shall provide notice to the Client in accordance with clause 14 (Notices) that:
- 6.3.1 payment has not been received when due;
 - 6.3.2 that the Client is not entitled to attend any Match until payment is received in full by the Club in cleared funds; and
 - 6.3.3 that the Client must remedy the payment in full within 7 (seven) days, otherwise the Contract shall be terminated with immediate effect with no further notice provided to the Client, and the Client shall lose its Licence Package and access to the Box pursuant to this Contract. For the avoidance of doubt, if the Client makes good the outstanding payment, the Contract shall remain in force and the Client may resume its attendance of any Matches in accordance with the Licence and Licence Package.
- 6.4 If the Licence and the Licence Package is terminated pursuant to clause 6.3, the Club is entitled to retain any deposit 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.
- 6.5 In the event that the Club exercises its discretion to offer payment terms to the Client, the following provisions shall apply:
- 6.5.1 payment in full by way of 2 (two) instalments as follows:
 - 6.5.1.1 50% (fifty per cent) of the Licence Fee shall be paid on or before 1 July 2026; and
 - 6.5.1.2 the remaining 50% (fifty per cent) of the Licence Fee shall be paid on or before 1 August 2026; or
 - 6.5.2 payment in full by way of 7 (seven) monthly instalments by direct debit in accordance with clause 7 (Payment by Direct Debit).
- 6.6 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.



- 6.7 The Client will be invoiced by the Club according to the details shown in the Booking Confirmation, whether or not the numbers of persons attending the Match Day are lower than those detailed on the Booking Form. The Booking Confirmation is determinative of the due date for payments under any payment terms, and in any discrepancy between the Booking Confirmation and an issued invoice, the Booking Confirmation shall take precedence.
- 6.8 Any additional goods or services provided by the Club in addition to those included in the Licence Package 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.
- 6.9 Subject to clause 6.5 above, in the event of any invoice issued under clause 6.7 above not being discharged in full within the 14 (fourteen) day period (including any instalment payment(s) falling due under such invoice), the Club reserves the right to suspend the Licence and the Licence Package, the provision of the Additional Goods and Services and/or terminate the Contract.
- 6.10 All bar bills, accounts and related expenses ("**Bar Expenses**") are expressly excluded from the Licence Fee and shall be payable by the Client in addition to any Licence Package catering expressly specified in the Booking Confirmation. Unless other terms are specifically offered by the Club (at its sole discretion), 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.
- 6.11 If the Client fails to pay any sum due and payable to the Club under clause 6.1, 6.5, clause 6.7 and/or clause 7 (Payment by Direct Debit) 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 PLC from shall be applied.

7. Payment by Direct Debit

- 7.1 Where a Client is paying their Licence Fee by direct debit, payment shall be taken in 8 (eight) instalments commencing on 1 July 2026, and on the 1st of each calendar month thereafter. The final payment will be debited on 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.
- 7.2 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.
- 7.3 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.
- 7.4 If a direct debit payment fails, the Client shall be notified in writing that:
- 7.4.1 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

7.4.2 the Client shall not be entitled to attend any Match until the First Failed Payment has been remedied.

7.5 If the Client does not remedy the First Failed Payment as outlined in clause 7.4.1, 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.

7.6 If the Client remedies the First Failed Payment in accordance with clause 7.4.1, then the Contract shall remain in force (including the Client's ability to pay by direct debit) and the Client's Licence Package shall be re-instated.

7.7 If during the Contract Term a second direct debit payment fails, the Club shall provide written notice to the Client that it:

7.7.1 must pay the remainder of the Licence Fee **in full** within 7 (seven) days of written notice from the Club that the second direct debit has failed ("Final Failed Payment"); and

7.7.2 the Client shall not be entitled to attend any Match until the Final Failed Payment has been remedied.

7.8 If the Client does not remedy the Final Failed Payment as outlined in clause 7.7.1, 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.

7.9 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 amount(s) 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 amount(s) and for any loss suffered by the Club as a result of the Client's default.

8. Cancellation

8.1 Where the Client is a 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 a Licence Package 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 clause 8.1, upon the issuance of the Booking Confirmation there shall be no right of cancellation by the Client and the Club shall be entitled to retain any deposit paid by the Client and any other sums paid (including the Licence Fee) by the Client; and to the extent the whole of or any part of the Licence Fee has not been paid, such amount shall remain due and payable by the Client.

8.3 Subject to clause 8.1, after issuance of the Booking Confirmation to the Client, the Licence Package may not be cancelled.

9. Client Undertakings



- 9.1 The Client agrees and undertakes:
- 9.1.1 subject to clause 3.2 above:
 - 9.1.1.1 to use the Box only for the purposes of viewing the Relevant Events on designated Match Days;
 - 9.1.1.2 only by prior arrangement at the Club's sole discretion, to use the Box for meetings other than on a Match Day when no Relevant Event(s) are taking place; and
 - 9.1.1.3 save as may be permitted by 9.1.1.2 above, not to use the Box for the purpose of any trade or business of the Client or of any other person for the duration of the Relevant Event(s).
 - 9.1.2 not to permit any persons other than the permitted number to enter the Box for the purpose of viewing the Relevant Event(s);
 - 9.1.3 that it shall ensure that itself and the Client's, agents, employees, visitors, attendees or other invitees ("**Guests**") shall:
 - 9.1.3.1 provide all such confirmations, information and completed documentation as required by the Club at such times and places stipulated by the Club;
 - 9.1.3.2 comply with the Conditions of Issue and (if applicable) the European Competition Terms and Conditions;
 - 9.1.3.3 comply at all times with the Supporter Code of Conduct.
 - 9.1.4 to ensure that all persons entering the Box and/or Designated Areas as its representatives and/or Guests shall be smartly dressed in accordance with the dress code policy laid down by the Club from time to time. The Club reserves the right to refuse access to any person not complying with the appropriate dress code policy;
 - 9.1.5 to ensure that no persons entering the Box and/or Designated Areas as the Client's representatives and/or Guests shall consume alcohol save:
 - 9.1.5.1 during the time period(s) and relevant terms determined by the Club from time to time within the Designated Times and specified by notices posted within the Box; and
 - 9.1.5.2 in a responsible and safe manner,provided always that the Client shall ensure that no representative and/or Guest under the age of 18 (eighteen) years will consume alcohol in the Designated Area or the Stadium;
 - 9.1.6 to ensure at all times that all persons entering the Box and/or Designated Areas as the Client's representatives and/or Guests observe and conform in all respects with any and all Ground Regulations, Conditions of Issue, European Competition Terms and Conditions (if applicable), the Contract, and with any and all other rules and regulations from time to time stipulated by the Club and/or any sports governing body (including



but not limited to FIFA, UEFA, The Football Association, The Premier League, and The English Football League);

- 9.1.7 to ensure at all times that all persons entering the Box and/or Designated Areas as the Client's representatives and/or Guests observe and conform with such statutes and regulations governing the use of the Stadium whether made by Central or Local 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 as may be amended from time to time);
- 9.1.8 to ensure at all times that persons entering the Box and/or Designated Areas as the Client's representatives and/or Guests refrain from swearing, spitting, adopting unruly, inappropriate, offensive or illegal behaviour, committing acts of racial abuse or other discriminatory behaviour as to race, ethnicity, sex, sexual orientation, age, religion or disability, or committing any offence under the Acts set out in clause 9.1.7 above;
- 9.1.9 not to bring any furniture, equipment, goods or chattels into the Stadium or the Designated Areas or the Box save as may be absolutely necessary for the exercise of the rights granted in clause 3 above;
- 9.1.10 to comply with the Club's CCTV and Imaging policy and not to bring into the Box and/or Designated Areas or to use within the Stadium 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. Mobile phones shall be permitted within the Stadium provided that they are used for personal and private use only;
- 9.1.11 to refrain from at any time bringing any food or beverages into the Box and/or Designated Areas which have not been purchased from the Club at the Stadium;
- 9.1.12 not to obstruct the Access Ways or cause the same to become dirty or untidy by leaving refuse or otherwise;
- 9.1.13 not to display any sign or notice at the Stadium, the Designated Areas, the Access Ways and/or the Box save those provided by the Club under clause 4;
- 9.1.14 not to use the Stadium, the Designated Areas, the Access Ways or the Box in such a way as to cause a nuisance, damage, disturbance annoyance, interference or inconvenience to the Club to the said areas or to any adjoining or neighbouring areas or to any person using the said areas or adjoining or neighbouring areas;
- 9.1.15 not to do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Stadium or which would or might vitiate or invalidate in whole or in part any insurance effected in respect of the Stadium from time to time;



- 9.1.16 to indemnify the Club and keep the Club indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising out of or in connection with this Licence or any breach of the Client's undertakings contained in clause 9 or the exercise or purported exercise of any of the rights granted under clause 3 (Licence) and/or clause 4 (Box Advertising Benefits);
- 9.1.17 without prejudice to any and all of the Club's rights in respect of any breach of the Contract and/or the Licence:
- 9.1.17.1 to make good at the Client's expense any damage to the Stadium, the Designated Areas, the Access Ways and/or the Box and/or to the furniture and appointments which are attributable wholly or partly to any act or omission of the Client and/or its representatives and/or its Guests other than fair wear and tear;
 - 9.1.17.2 to indemnify the Club against any costs damages and expenses incurred by the Club in making good the said damage on behalf of the Client (which the Club shall be entitled at its sole discretion to do) in the event that the Client shall not have made good such damage within 7 (seven) days of the said damage having occurred;
 - 9.1.17.3 not to impede in any way the Club or its officers, servants or agents in the exercise of the Club's rights of possession and control of the Stadium and every part of the Stadium;
 - 9.1.17.4 not to make any alterations or additions to the Box whatsoever without the prior written consent of the Club (including in relation to any branding that would be visible from the Stadium bowl other than as agreed in respect of the Advertising Benefits (if any)). In the event that the Club provides such consent the Client shall: (i) be responsible for making any such alterations or additions, which shall at all times be in accordance with the Client's consent (and any conditions attaching to the same); (ii) be responsible for the maintenance and upkeep of such alterations or additions, to a high standard; (iii) be responsible for the removal of any such alterations or additions and for restoring the Box to its original state prior to expiry of the Licence Period; and (iv) be responsible for all costs in relation to such alterations or additions, including in relation to each of parts (i) to (iv) above (inclusive). Further, the Client acknowledges and agrees that the Club may, in its discretion, make alterations or additions to the Box from time to time; and
 - 9.1.17.5 not use the Box and/or any access to the Box as a gift, prize or similar or for any public promotional purposes or otherwise re-sell use of the same (except, in which case subject to and conditional on the Club's prior written



- consent, for charitable fundraising purposes) subject to clause 9.6);
- 9.1.17.6 shall not (and shall procure that Guests shall not) do anything which is derogatory to and/or brings the Club into disrepute.
- 9.1.18 to be responsible for the behaviour of its representatives and/or Guests and the Client shall indemnify the Club against any and all loss or damage suffered by the Club caused directly or indirectly by the Client or any of its representatives and/or Guests.
- 9.1.19 where the Client requires additional seat(s) in the Box or to make special dietary requirement requests for a Relevant Event, to make such request(s) in writing to their Club appointed account manager no later than 48 (forty-eight) hours prior to the Relevant Event. Requests for additional seat(s) in the Box may be granted at the sole discretion of the Club and shall be booked subject to and in accordance with the Club's Single Match Terms and Conditions, available from the Club's website.
- 9.2 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 Licence Package is provided, against any loss or damage suffered by such owners or by the Club, its employees, or agents and caused by the Client or any Guests.
- 9.3 Any person who behaves in contravention of the terms of this clause 9 (Client Undertakings) above or acts in a manner to bring the Club's good name into disrepute or is otherwise, for whatever reason and/or at the sole discretion of the Club, barred or banned from entering the Stadium, may be ejected from the Stadium and refused admission subsequently to any part of the Stadium by means of ticket or hospitality package.
- 9.4 For the avoidance of doubt, if the Client, its representative and/or Guests are in breach of any of the terms of this clause 9 (Client Undertakings), the Club has the right to:
- 9.4.1 ban the Client and its representative(s) and/or Guest(s) from the Stadium with immediate effect; and
- 9.4.2 cancel the Licence at the Club's sole discretion with no further warning or notice to the Client.
- No refund will be made to the Client if they are banned or restricted access to the Stadium under such circumstances.
- 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 No Licence or Licence Package (or part thereof) shall be resold or transferred by the Client without the prior written consent of the Club. Any such consent shall be subject to the Client ensuring that the purchaser or transferee agrees to be bound by the terms set out in the Contract
- 9.7 The Club reserves the right not to accept any ticket that is unreadable due to mutilation of any kind.



- 9.8 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.
- 9.9 The prior written consent of the Club is required for any entertainment or services that the Client wishes to provide on the Club's premises or on any other premises at which the Match Day Hospitality is provided, for the benefit of itself or its Guests.
- 9.10 The Client acknowledges that the Club's premises is a **NO SMOKING STADIUM** and agrees that it will not and will procure that its Guests will not, smoke in the Club's premises, or any part of them at any time. For the avoidance of doubt, the prohibition on smoking includes the use of electronic cigarettes, personal vaporizers or any other form of electronic nicotine delivery systems.
- 9.11 If the Match Day Hospitality and Client's Licence Package is used for any other purpose other than that stated in the Contract the Club hereby reserves the right to terminate the Contract with immediate effect, without liability to the Client and without prejudice to the Club's other rights contained in these Terms and Conditions.
- 9.12 In any event the Client shall not use the Licence Package or any part of it for any activities or conduct which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the Club, other clients, or any other occupiers of any areas of the Club's premises or the owner or occupier of any neighbouring property.
- 9.13 To ensure safety and security at each Match upon request by the Club (at the Club's discretion) prior to one or more Match(es) during the Season the Client shall provide the Club with details of its Guests (including any Match opponent team affiliations or support) prior to the Match(es). Guest lists will be destroyed following the Match and no data will be kept on file by the Club. Failure or refusal by the Client to comply with this clause 9.1.13 may result (at the Club's sole discretion) in suspension of the Licence and/or the Licence Package or termination of the Contract without liability to the Client.
- 9.14 If the Client fails to pay the Licence Fee 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 PLC shall be applied.

10. Club's Undertakings

- 10.1 The Club agrees and undertakes:
- 10.1.1 to provide suitable and reasonably priced catering services at such areas forming part of the Designated Areas as the Club shall at its absolute discretion sees fit;
 - 10.1.2 to provide the following to the Client:
 - 10.1.2.1 2 (two) free of charge car parking spaces per Box within reasonable proximity to the Stadium for use solely on Match Days;
 - 10.1.2.2 a Match programme for each Guest; and



- 10.1.2.3 I (one) Club pin badge (Premier League Matches only) for each Guest;
 - 10.1.3 to provide, by prior arrangement and upon reasonable notice of the Client's requirements having been given to the Club, suitable and reasonably priced additional catering services at the Box **PROVIDED ALWAYS THAT** any and all costs in relation to the additional catering services shall be borne by the Client, including the cost of all beverages (whether such beverages are ordered at any bar in the Stadium and/or are available in the Box such as in a mini bar/fridge or otherwise) and the terms on which the said catering services are supplied shall be determined by the Club (including the payment terms in respect of the catering services, for example, the Club may require the Client to pay for the catering services by separate invoices to be issued by the Club's catering provider and the Club) and notified to the Client in advance of the date of the Relevant Event at which the said services are to be supplied;
 - 10.1.4 to use its reasonable endeavours to maintain a satisfactory standard of service at all times in connection with the performance of its obligations pursuant to the Licence; and
 - 10.1.5 to maintain at all times in force a policy of insurance issued by a reputable insurer pursuant to which the Box may be repaired or refurbished at no cost to the Client in the event of damage or destruction (without prejudice to the Club's rights under the Contract).
- 10.2 The Club will take reasonable precautions for the security of the Box 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 Box or elsewhere at and/or near the Stadium.
- 11. Renewal And Further Events**
 - 11.1 Upon expiry of the Licence Period the Licence shall terminate immediately and the Club may, in its discretion, offer to the Client a further licence of the Box (or such alternative executive box as the Club may determine) and supply of the Advertising Benefits upon these terms or such other terms as the Club shall at its absolute discretion designate by written notice to the Client.
 - 11.2 In respect of any Stadium Event, the Client is not granted any right to occupy the Box.
 - 11.3 In respect of any Stadium Event which is a European Competition Match, please refer to the Annex (Part B) for the Client's right to request use of the Box and applicable eligibility criteria.
- 12. Away Tickets**
 - 12.1 Eligibility for entry into the Club's ballot system for away match(es) in the European Competition are addressed separately in the Annex (Part B) at paragraph 1.1.
 - 12.2 As a licensee, the Client is eligible to apply for Away Tickets which will be allocated and sold by the Club via a ballot system.
 - 12.3 The Client must enter the relevant ballot prior to the date and time specified by the Club in order to be included in the ballot for the allocation of Away Tickets. The Client



acknowledges and agrees that the Club does not guarantee that, by entry into the ballot system, the Client will receive the total number applied for or indeed any Away Ticket(s) and the Club is not liable for any costs incurred whatsoever by the Client in organising transport and/or accommodation for an Away Tie for which they are not allotted Away Tickets.

- 12.4 The Client is entitled to apply for a maximum of 4 (four) Away Tickets per Away Tie.
- 12.5 The Client (including any officer, employee, representative or other person authorised by it to exercise rights under this clause 12) shall not accrue Club supporter loyalty points for purchasing Away Tickets through the Club's allocation of Away Tickets for its hospitality clients.
- 12.6 If the Client is successful in the Away Ticket ballot:
 - 12.6.1 the Client authorises the Club to automatically collect payment for the relevant Away Ticket(s), using the payment details provided to the Club when entering the ballot and the Club shall not be liable to you for any charges levied by any bank as a result of the Club collecting payment in this way;
 - 12.6.2 payment in relation to the relevant allocation of Away Ticket(s) allotted in the ballot will be taken by the Club immediately following the conclusion of the ballot;
 - 12.6.3 the allocation of Away Ticket(s) is not confirmed until full and final payment has been received by the Club;
 - 12.6.4 if payment for Away Ticket(s) is not received by the Club in cleared funds using the bank details provided in the ballot in respect of the relevant allocation of Away Ticket(s) allotted in the ballot, then:
 - 12.6.4.1 the Club will notify the Client by email that payment has not been received and must be made within 24 (twenty- four) hours from the time and date of such notification in order to secure the Away Ticket(s) allocation;
 - 12.6.4.2 if payment remains outstanding following the expiry of the 24 hour period set out in clause 12.6.4.1 above, the Client shall forfeit the right to purchase the relevant Away Ticket(s); and
 - 12.6.4.3 the Club may reissue such Away Ticket(s) at its discretion and without notice to the Client.
- 12.7 The Client acknowledges and agrees that, in relation to Away Tickets, the Client shall remain under and subject to the same obligations as to conduct as are set out these Terms and Conditions and the Club's Away Ticket Terms and Conditions (to the extent there is any conflict, the terms of this Contract shall prevail). Any breach of these Terms and Conditions and/or the Away Ticket Terms and Conditions will, notwithstanding any other rights exercisable by the Club at its discretion, result in the Client being ineligible to enter future ballots for Away Tickets.



- 12.8 Away Tickets awarded by the Club through the ballot system in accordance with this clause 12 (*Away Tickets*) are intended solely for use by the Client. Away Tickets are non-transferable and must not be resold.

13. Termination

- 13.1 The rights granted in clause 3 (*Licence*) and clause 4 (*Box Advertising Benefits*) shall terminate (without prejudice to the Club's other rights in respect of any breach of the undertakings of the Client):
- 13.1.1 immediately by notice in writing to the Client if the Client is in breach of any of the terms of this 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 6.3, 7.4.1 and 7.7.1 respectively, are 7 (seven) days from the date the Client is notified of the breach (being the relevant failed payment);
 - 13.1.2 the Client fails to provide, or provides false or misleading information to the Club pursuant to 9.13;
 - 13.1.3 the Client resells or transfers the Match Day Hospitality or any ticket in contravention of the provisions of clause 9.1.17.5 and/or clause 9.6 **Error! Reference source not found.** (regardless of whether the Client resells or transfers the Match Day Hospitality for face value or otherwise);
 - 13.1.4 immediately upon the final day of the Season, being the date of expiry of the Licence Period;
 - 13.1.5 immediately if the Client (being an individual or firm) becomes bankrupt and/or enters into an individual voluntary arrangement with its creditors and/or makes any arrangement with its creditors generally and/or has an interim receiver or receiver appointed in respect of its assets; or
 - 13.1.6 immediately if the Client (being a company) becomes insolvent and/or has a receiver or administrative receiver or administrator appointed over the whole or any part of its undertaking and/or assets and/or makes any arrangement with its creditors and/or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction on a solvent basis).
- 13.2 In the event that the Club terminates this Contract in reliance upon any of clause 13.1 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.
- 13.3 Notwithstanding the Club's rights to terminate for the reasons set out at clause 13.1, 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, taking into account any Match Day Hospitality provided by the Club pursuant to the Client's Licence Package up to and including the date of termination).

- 13.4 The Client may terminate the Contract if the Club commits a material breach of these Terms and Conditions which cannot be remedied after the Club being given written notice of the breach by the Client.
- 13.5 Termination or expiry of the Licence 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 Licence (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 Box to any third party following expiry or termination of the Licence.

14. Notices

- 14.1 Any communication may be served by the Club upon the Client either by email or by post.
- 14.2 Notices given to the Client by email shall be sent to the email address provided by the Client in the Booking Form, and must be either the Client's email address, or an authorised representative of the Client. Any notice given by email shall be deemed to have been received the same day if sent before 5pm (five pm) on a Business Day, otherwise it shall be deemed to be received on the next Business Day.
- 14.3 Notices served on the Client by post shall be in a pre-paid envelope addressed to the Client at the address that appears on the Booking Form or Booking Confirmation, or using any contact information set out in the Booking Form. Any communication that is to be served upon the Club may be served by post in a pre-paid envelope addressed to the Club at its registered office. Any communication served by post shall be deemed to have been served at the expiration of 48 (forty-eight) hours after it is posted and it shall be sufficient to prove that the envelope containing the communication was properly addressed and posted.

15. Force Majeure

- 15.1 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 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:
 - 15.1.1 the period or periods of continued existence of the Force Majeure Event, and
 - 15.1.2 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.
- 15.2 In the event that a Force Majeure Event prevents the Club permanently and/or for the duration of the Season 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.

16. Anti-Bribery and Anti-Corruption

16.1 Each party warrants and undertakes to the other party that:

- 16.1.1 it is, and all persons exercising its rights or discharging its obligations on its behalf are, and will at all times be fully compliant with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (the “**Anti-Bribery Requirements**”);
- 16.1.2 it has and shall maintain adequate procedures, methodologies and structures in place to prevent persons associated with it from undertaking conduct that might amount to a breach of the Anti-Bribery Requirements, and which at least meet or exceed the procedures, methodologies and structures recommended by prevailing government-issued guidance and those implemented in accordance with good industry practice for that party’s business sector;
- 16.1.3 it shall promptly disclose to the other party in writing any instance of soliciting, receiving from or offering to any third party any bribe or other benefit in connection with its performance of this Contract.

16.2 Each party warrants, represents and undertakes that it (and any person associated with it and any employee, agent, permitted sub-contractor, representative or advisor) has not and will not directly or indirectly make any payment or transfer anything of value where any such payment or transfer could, under the laws of any jurisdiction, be considered to have the purpose or effect of public or commercial bribery or to constitute the acceptance of, or acquiescence in, corruption, extortion, kickbacks or other unlawful or improper means of obtaining business. Each party shall promptly give written notice to the other upon a breach, or suspected breach, of its obligations under this clause 16.

16.3 Either party may terminate this Contract by giving notice to the other, if, in connection with the supply of goods or services or the exercise of the Licence Package the defaulting party or any person appointed or employed by it or acting on its behalf (either with or without the knowledge of the other party):

- 16.3.1 accepts, solicits, agrees to receive, promises, offers or gives a bribe, a facilitation payment, a kickback or other improper payment; and/or
- 16.3.2 commits an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws or regulations.

17. Anti-Slavery

17.1 In performing its obligations under the Contract, the Partner shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.

17.2 The Client shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.



- 17.3 The Client shall indemnify the Club against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Club as a result of any breach by the Client of applicable anti-slavery and human trafficking laws.

18. Anti-Facilitation of Tax Evasion

- 18.1 Each Party shall not engage in any activity, practice or conduct which would constitute either:
- 18.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - 18.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 18.2 Each party shall have and maintain in place throughout the term of this Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another (including without limitation the employees of either party) and to ensure compliance with clause 18.1.
- 18.3 Each party shall promptly report to the other any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Contract.
- 18.4 Each party shall provide such supporting evidence of compliance with this clause 18 as the other party may reasonably request.
- 18.5 Breach of this clause 18 shall be deemed a breach under clause 13.1.1.
- 18.6 For the purposes of this clause 18, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with a party includes but is not limited to any subcontractor of the party.

19. Data Protection

- 19.1 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.
- 19.2 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:
- 19.2.1 for the performance of the Club's obligations under the Contract to administer any services and/or products provided to the Client;
 - 19.2.2 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
 - 19.2.3 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.



- 19.3 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. Where the Client ticks the appropriate box(es) on the Booking Form the Client consents expressly to the Club and/or the Club's commercial partners (as applicable) contacting 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 (as defined in the Data Protection Legislation) 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 marketing@nufc.co.uk.
- 19.4 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.
- 19.5 We may monitor or record calls for security purposes and to improve the quality of our services to the Client.
- 19.6 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.
- 20. Safeguarding**
- 20.1 The Client acknowledges the Club is committed to safeguarding vulnerable groups and expects all staff, players, Clients, volunteers, contractors, partners, and Guests to share this commitment.
- 20.2 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.
- 20.3 The Club believes all staff, players, Clients, 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 9.1.10, capturing content of any kind (including but not limited to photographs and videos) is generally not permitted inside the Stadium



- 20.4 The Client acknowledges that the Club has in place Safeguarding Policies to ensure as far as reasonably practicable all staff, Clients, players, volunteers, contractors, partners and Guests are treated appropriately, respectfully and safely.
- 20.5 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 20.1, 20.3 and 20.4.
- 20.6 The Client acknowledges that if, for any reason, its or any of its Guests' personal circumstances mean they cannot be located next to or near to children or adults at risk, the Client is required to inform the Club of this so that suitable risk assessments can be undertaken and alternative arrangements can be made if required or appropriate.
- 20.7 The Client acknowledges that should your behaviour or that of any of your Guests be deemed as breaching clauses 20.1, 20.3 or 20.4, 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.
- 20.8 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.
- 20.9 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 Ground Regulations. 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.

21. Sexual Harassment

- 21.1 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.
- 21.2 The Club reserves its right to sanction (under the Club's Sanctions Policy from time to time) and/or 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 21.1. The Client is fully responsible for the behaviour of its Guests, and any breach of clause 21.1 by a Guest of the Client shall be deemed to be a breach by the Client.



- 21.3 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.

22. Equality and Diversity

- 22.1 In accordance with the guidance detailed within the Equality Act 2010, and the Club's Equality Policy (which can be found on the Club's website), 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, adhere to its Equality Policy and requires that their behaviour reflects this at all times. The Club reserves the right to eject and subsequently remove the Licence Package of any Client found to behave in a manner that does not adhere to the above and the Club may seek further action, such as a ban (and referral to Kick It Out, where relevant) for those involved or reporting the matter to the Police or other regulatory bodies.
- 22.2 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.
- 22.3 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.

23. General

- 23.1 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.
- 23.2 The Club may assign and/or sub-contract any of its rights and/or obligations under this Contract with the Client.
- 23.3 No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 23.4 This Contract constitutes the whole agreement between the parties as set out in clause 1 above. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. Nothing in this sub-clause shall limit or exclude any liability for fraud.
- 23.5 The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 23.6 Each party shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may be required for the purpose of giving full effect to this Contract.



- 23.7 If a provision of this Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of this Contract shall not be affected. The parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 23.8 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 23.9 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 23.10 Time shall be of the essence in respect of any dates, times and periods specified in these Terms and Conditions and in respect of any dates, times and periods which may be substituted for them in accordance with this Contract, or by agreement in writing between the parties.
- 23.11 A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. Each and every obligation of the Client under this Contract is owed to each of the Club's Affiliates, each of whom may enforce the terms of these Conditions and references to the Club in the context of the Client's obligations shall be construed accordingly.
- 23.12 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 23.13 If this Contract is additionally signed in, or is translated into, any language other than English, the English language version shall prevail.



Annex (Part A)

Relevant Events (Season 2026/2027)

Category	Number of Match(es) included in the Licence Fee
Premier League	19 (nineteen) Premier League Home Ties.
League Cup	First Home Tie of the Season only, subject to paragraph 1 below.
FA Cup	First Home Tie of the Season only, subject to paragraph 1 below.
Friendly	1 (one) day only of the Club's pre-Season tournament, should the Club host such a tournament at the Stadium (such day to be allocated at the Club's sole discretion)

1. In the event that the Club is not drawn in a Home Tie in the League Cup, the Club will offer to the Client (where applicable) use of the Box at a second Home Tie of the FA Cup. In such circumstances, the provision of Match Day Hospitality at the second Home Tie of the FA Cup shall satisfy the Club's obligation and shall be a substitution for the Client's League Cup entitlement. For the avoidance of doubt, if the Club is not drawn in a second Home Tie of the FA Cup, then the Club shall not be required to offer any additional benefit to the Client, and the Club shall not be deemed to be in breach of its obligation to provide Match Day Hospitality pursuant to the Client's Licence Package under this clause 1 of the Annex (Part A).
2. The Client shall have a 3 (three) day priority period from the date of confirmation of the relevant Home Tie in a Domestic Cup Competition within which to:
 - (i) (in the case of the above Domestic Cup Competition Match(es) which are included in the Licence Fee) confirm in writing its intended use of the Box to the Club for the Relevant Event; and
 - (ii) (in the case of any Domestic Cup Competition Match(es) which are not included in the Licence Fee) request in writing its use of the Box to the Club for such Match(es) which, subject to confirmation of acceptance by the Club, shall be booked subject to and in accordance with the Club's Single Match Terms and Conditions, a copy of which is available on the Club's website.
- a. If the Client confirms that it wishes to purchase Match Day Hospitality and use the Box for Domestic Cup Competition Match(es) pursuant to clause 2 of this Annex (Part A):
 - i. the Client authorises the Club to automatically collect payment for the relevant Domestic Cup Competition Match(es) using card payment details provided by the Client when entering into the Contract;
 - ii. the Club will **not** be liable to the Client for any charges levied by any bank as a result of the Club collecting payment in this way; and



- iii. if for any reason the Client's payment is not received by the Club, the Client will have 48 (forty-eight) hours to ensure that the Club is in receipt of full payment for the use of the Box and Match Day Hospitality for the relevant Domestic Cup Competition Match(es). Should payment not be received within that 48 (forty-eight) hour window, the Club reserves the right to offer the Box and Match Day Hospitality for sale to third parties at its discretion. If payment is not received by the Club, under no circumstances will the Client be permitted entry to the Box and Match Day Hospitality for the relevant Domestic Cup Competition Match(es).
 - b. Should the Club progress to a final (or semi-final if not held at the Stadium) of a Domestic Cup Competition, the Client shall receive priority access to apply for tickets for the final (as determined by the Club at the relevant time and subject to availability) of such Domestic Cup Competition. The Client's eligibility to apply for tickets to a final (or semi-final if not held at the Stadium) for a Domestic Cup Competition shall be determined by the number of fixtures in the relevant Domestic Cup Competition that the Client has purchased tickets for and attended. For example, a Client that has purchased tickets for and attended all League Cup Home Ties shall be in the highest priority group to purchase tickets for the League Cup final. For the avoidance of doubt, purchasing tickets for Domestic Cup Competition Match(es) does not guarantee the Client tickets or a certain number of tickets for any final in the same Domestic Cup Competition.
3. For the avoidance of doubt, due to the Seasonal nature of the Licence Package, in the event that the Club is not drawn in Home Tie(s) in the relevant Domestic Cup Competition(s) prior to its elimination and/or no Friendlies are arranged, save as provided in paragraph 1 above, the Client shall not be entitled to any alternative Match Day Hospitality or reduction or refund of the Licence Fee (or pro rata value of the Match Day Hospitality for such Match(es)) and, in such circumstances, the Club shall not be deemed to be in breach of these Terms and Conditions.
4. The European Competition Terms and Conditions annexed to these Terms and Conditions (see Part B) shall apply to all Clients who opt in to purchase tickets for European Competition Matches (however please note that should the Client opt in to purchase European Competition Match Hospitality for the League Phase of the European Competition in accordance with paragraph 1 of the Annex, (Part B), the related cost shall be comprised in the Client's aggregated total Contract Price). For the avoidance of doubt, if the Client does not opt into purchasing the European Competition Matches accordance with the European Competition Terms and Conditions, it will **NOT** be able to purchase tickets for European Competition Matches under its Contract.



Annex (Part B)

European Competition (Season 2026/2027)

I. Terms and Conditions

I.1 The Client may opt in to use the Box and purchase Matchday Hospitality at European Competition Match(es) in the European Competition e as follows:

I.1.1 at all European Competition Matches in the League Phase of the European Competition ; and

I.1.2 at any European Competition Match in a Knockout Stage thereafter, where relevant, **provided that** the Client has opted in and paid for all 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;

subject in each case to receipt of payment for the Client's use of the Box for the respective European Competition Match(es).

I.2 If the Client:

I.2.1 elects not to opt in and pay to use the Box for Matchday Hospitality in the League Phase of the European Competition; or

I.2.2 elects to opt in and pay to the Box for Matchday Hospitality in the League Phase of the European Competition but then defaults in payment and such payment is not remedied under paragraph 7 (Payment by Direct Debit) of the Terms and Conditions;

notwithstanding any other rights that the Club may have under the Terms and Conditions, the Client shall lose its ability pursuant to this Contract to use the Box for European Competition Match Hospitality for **all** subsequent European Competition Match(es) in the Knockout Stage in the European Competition for the remainder of the Season.

I.3 For the avoidance of doubt, subject to availability and at the sole discretion of the Club, individual European Competition Match Hospitality requests may be accepted, however such request(s) shall not be subject to this Contract and shall instead be subject to the Hospitality (Single Match) Terms and Conditions published on the Club's website

I.4 All payments for use of the Box for Match Day Hospitality for the League Phase shall be paid by the Client as part of the Client's total Contract Price (as defined in the Terms and Conditions) and in accordance with clauses 6 (Payment Terms) and 7 (Payment by Direct Debit) of the Terms and Conditions (as applicable). If the Client pays the Contract Price via direct debit, the Club may, at its sole discretion, permit the Client to pay for European Competition Match Day Hospitality for the League Phase separately in full, if the Client so wishes.

I.5 All payments for eligible Knockout Stage(s) shall be automatically charged to a debit or credit card stored on the Client's account. If you have opted in to purchase European Competition



Match Day Hospitality for the League Phase, the Client's card shall be automatically charged for European Competition Match Day Hospitality for each European Competition Match in the subsequent Knockout Stage should the Club progress.

- I.6 If the Client does not wish to be automatically charged for use of the Box for European Competition Match Day Hospitality for European Competition Match(es) in the Knockout Stage of the European Competition, the Client shall have 48 (forty eight) hours from notification of the relevant Knockout Stage fixture within which to confirm to the Club that payment should not be taken. In such circumstances, the Club shall on receipt of such notification then be entitled to sell the Client's Match Day Hospitality elsewhere.
- I.7 If for any reason your payment for use of the Box for the European Competition Match Hospitality for the Knockout Stage is not received by the Club when due, you will have 48 (forty-eight) hours to ensure that the Club is in full payment and to remain eligible to access European Competition Match Hospitality for future European Competition Match(es) this Season. Should payment not be received within that 48 (forty-eight) hour window, the Club reserves its right to offer the European Competition Match Hospitality elsewhere, including out to general sale. If payment is not received, under no circumstances will you be permitted entry to the relevant European Competition Match(es).
- I.8 No refunds shall be issued for payments collected for the Client's use of the Box for European Competition Match Hospitality.
- I.9 With respect to Away Tie(s) in the European Competition:
 - I.9.1 if the Client has purchased access to European Competition Match Hospitality for the League Phase and (where applicable) any preceding Knockout Stage(s) for which it is eligible in the European Competition, the Client will be entitled to enter the ballot for tickets to the corresponding Away Tie fixture of the League Phase or (as the case may be) the relevant Knockout Stage; and
 - I.9.2 the Client acknowledges that there is no guarantee that the Client shall, on entering the ballot, obtain tickets to away game fixtures in European Competition.
- I.10 The European Competition Terms and Conditions in this Annex (Part B) 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. References to a "Match" in the Terms and Conditions shall include references to European Competition Matches where relevant if the Client has opted in to purchase the use of the Box for European Competition Matches.