1. BASIS OF AGREEMENT

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

(1) **NEWCASTLE UNITED FOOTBALL COMPANY LIMITED** of St James' Park, Newcastle upon Tyne NE1 4ST ("**the Club**");

(2) The company, firm, organisation or person(s) (the "**Client**", "**you**") stated in (i) 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**").

BASIS OF CONTRACT AND INTERPRETATION

1.1 Please read these Terms and Conditions carefully before you submit the Booking Form to us. 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 (as defined in Clause 2.1), what to do if there is a problem and other important information. If you think that there is a mistake in these Terms and Conditions, please contact the Club's Hospitality Team to discuss.

1.2 You can contact us by telephoning our customer service team at 0191 201 8444 or by writing to us at hospitality@nufc.co.uk

1.3 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 in the Booking Form of Booking Confirmation.

1.4 If you are a consumer, nothing in these Terms and Conditions shall affect your statutory rights, which remain unaffected.

1.5 In these Terms and Conditions:

"**Artist**" means the artist performing at the Event, as outlined on the Hospitality Ticket;

"Booking Fee" means the fee chargeable by the Club in relation to the issue of each Hospitality Ticket;

"Event" means the Artist's concert scheduled to take place at the Stadium at the time and date specified on the Booking Form and/or in the Booking Confirmation;

"**Ground Regulations**" means the 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, a copy of which is available on the Website.

"Hospitality Ticket(s)" means any ticket(s) which confer(s) on the holder a right of admission to the Event (as procured by the Club from the Promoter) and grants access to the designated hospitality area and/or stadium seating area of the Stadium set out on the Booking Form, with such hospitality and related rights as may be determined by the Club;

"**Promoter**" means the promoter of the Event; and

"Website" means the Club's website www.newcastleunited.com.

1.6 When we use the words "writing" or "written" in these Terms and Conditions, this includes emails.

2. EVENT HOSPITALITY

2.1 The Client shall be entitled to the hospitality at the Event referred to on the Booking Form and/or in the Booking Confirmation ("**Hospitality Package**") at St James' Park, Newcastle upon Tyne NE1 4ST ("**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 6 (Payment) ("**Contract Price**") and the conditions set out in clause 3 (Booking Conditions).

2.2 If the Club is unable to accept or accommodate the Client's order, the Club will inform the Client of this. This might be because the Hospitality Package is unavailable as requested on the Booking Form, or because of unexpected limits upon the Club's resources, or due to applicable 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.

2.3 The Club will assign an order number to the Client's order and state this on the Booking Confirmation. It will help the Club if you can tell us the order number whenever you contact us about the Client's order.

3. BOOKING CONDITIONS

3.1 The Contract shall be subject to and include (a) these Terms and Conditions; and (b) the Ground Regulations.

3.2 Each Booking Form and particulars of the Hospitality Package therein shall remain provisional until the Club issues a Booking Confirmation and until the Contract Price is duly paid by the Client in accordance with Clause 6 (Payment).

3.3 The Club shall not accept responsibility for any delay that may be caused by any Booking Form which is completed incorrectly by the Client.

3.4 For the avoidance of doubt, any terms and conditions of purchase submitted by the Client shall not be binding on the Club, even if supplied to the Club after the date on which the Client views a copy of this Contract. Unless the Client is a consumer, 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 Hospitality Package (as detailed in the Booking Form or Booking Confirmation).

3.5 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 Hospitality Package. 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 Hospitality Package (including without limitation in accordance with applicable 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.

3.6 The Event may be cancelled, postponed, rescheduled, abandoned during performance or rearranged and the date and/or doors opening time may be subject to change for any reason including factors outside the Club's control such as, without limitation, applicable laws / regulations / restrictions (whether at local government level or national level) or adverse weather conditions. If the Event is cancelled, postponed, rescheduled, abandoned or otherwise rearranged then, save for where the Client is a consumer (i.e. a natural person), the position is as follows:

(a) where prior to the scheduled day and commencement time of the Event, the Event is cancelled, the Client shall be entitled to receive a full refund of the Contract Price;

(b) where prior to the scheduled day of the Event, the Event is postponed and confirmed to be rearranged for another date, the Client shall be entitled to either:

(i) attend the rearranged Event at no extra charge to the Client; or

(ii) if the date of the rearranged Event is more than 30 (thirty) days after the original scheduled date of the Event, receive a full refund of the Contract Price;

(c) if an Event is abandoned after Client admission to the Stadium (whether before or after commencement of the Artist's performance) and such Event is rearranged, the Client shall not be entitled to a refund of the Contract Price but shall be entitled to attend the rearranged Event provided that the Client shall pay a further amount equal to 50% (fifty per cent) of the original Contract Price for the Hospitality Package at such rearranged Event; or

(d) if an Event is cancelled after Client admission to the Event (whether before or after commencement of the Artist's performance) and such Event is not rearranged, the Client shall be entitled to a refund of 50% (fifty per cent) of the Contract Price for such Event.

3.7 In each of the circumstances set out in this clause 3.6:

(i) 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;

(ii) the Club shall not be liable for any consequential losses arising from an abandonment, postponement, cancellation or other rescheduling of any Event, including but not restricted to travel and accommodation costs incurred by the Client; and

(iii) 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 Event, abandonment or cancellation (as the case may be).

3.8 Nothing in this clause 3 shall affect any statutory rights of a consumer that cannot lawfully be excluded or restricted.

3.9 Except where the Club has provided a Booking Confirmation, the Club reserves the right at its sole discretion to reject any completed Booking Form.

3.10 The Contract shall only entitle the Client to make use of the Hospitality Package referred to in the Booking Confirmation at the Event, subject to clause 3.6 above.

3.11 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.

3.12 The Booking Confirmation is specific to the Event only and, for the avoidance of doubt, once it is issued by the Club, the Client shall not be entitled to change its Event selection in order to attend any other event at the Stadium (whether arising from a change of the scheduled date of Event or otherwise). The Client must ensure it (and any member(s) of its party of Guests) can attend the Event on the specified date before purchase.

4. HOSPITALITY TICKETS

4.1 The Club is authorised by the Promoter to sell Hospitality Packages for the Event. Each Hospitality Package includes the Hospitality Ticket(s) set out in the Booking Form and/or in the Booking Confirmation, which are issued by the Club subject always to these Terms and Conditions and to the express exclusion of any terms and conditions issued by the Promoter in relation to the purchase and use of spectator tickets for the Event.

4.2 All Hospitality Tickets will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Terms and Conditions at any time. Tickets must be produced along with evidence of identity if required by any official, steward or employee of the Club or any police officer.

4.3 Hospitality Tickets may be in the form of paper, mobile/bar code, email, wristband or chip technology or such other form that becomes available from time to time as determined by the Club.

4.4 Only person(s) holding valid Hospitality Ticket(s) will be admitted to the Event. Any attempt to enter the Stadium for the Event with invalid or fake or counterfeit Hospitality Ticket(s) will be refused. A Hospitality Ticket may be invalid if any part of it is removed, altered or defaced. The Club will not be responsible for any Hospitality Ticket(s) that are lost, stolen, damaged or destroyed and cannot duplicate any such Hospitality Ticket(s).

4.5 Each Hospitality Ticket is valid for one admission only and no re-entry to the Stadium will be permitted.

4.6 Children aged under 18 (eighteen) years may not enter the Stadium unless accompanied by an adult aged 18 (eighteen) years or over, and every person must be in possession of a valid Hospitality Ticket for the Event they are attending, including babes in arms, subject always to clause 15 (Safeguarding) below.

4.7 Hospitality Ticket holders shall provide their name and address when asked to do so by any official, steward or employee of the Club. Security officers at the Event are entitled to conduct security searches of persons and belongings. Any refusal to allow such searches will result in Hospitality Ticket holders being refused entry to, or removed from, the Event.

4.8 The Club shall take reasonable steps to admit latecomers at a suitable break in the Event but cannot guarantee admission.

4.9 Resale or purchase of a Ticket other than through the Club will render the Hospitality Ticket invalid and shall entitle the Club to refuse admission to any person holding such a Hospitality Ticket, or remove them from the Event.

4.10 All advertised timings of the Event are approximate and subject to change. No refunds will be payable as a result of the Event not running to the advertised time(s).

4.11 Hospitality Ticket holder(s) in a seated area acknowledge that, by the very nature of the Event, their view may be restricted by other individuals standing from time to time and the Club shall not accept any liability in relation to this.

4.12 The Client acknowledges that special effects (e.g. strobe lighting) may be used during the Event and that exposure to loud noise is likely.

4.13 Parking is not included in the Hospitality Package or the Contract Price unless otherwise stated expressly by the Club on the Booking Form and/or in the Booking Confirmation.

5. RIGHT TO MAKE CHANGES

5.1 If the Client wishes to make a change to the Booking Confirmation during the Contract, 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 Hospitality Package, 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.

5.2 The Club may change the Hospitality Package:

(a) to adapt to any applicable laws, regulations, guidance (whether local, national or statutory authorities), restrictions or otherwise (regardless of whether such arise at the local government or national government level);

(b) to reflect changes in relevant laws and regulatory requirements;

(c) to implement operational or technical adjustments and improvements; and/or

(d) by amendment to the format and/or published details of the Event (and, where such amendments are not deemed to be material change(s) in the opinion of the Club (acting reasonably), refunds will not be payable and the Club will not be liable for any other costs or losses arising out of or in connection with such amendment(s)).

6. PAYMENT

6.1 The Club shall charge and the Client shall pay the Contract Price in accordance with this Clause 6.1. Payment must be made on the date and at the time of booking either by credit card or by payment link. Payment links will be valid for 10 (ten) minutes, after which it shall expire and the Hospitality Package is not confirmed.

6.2 In the event of default of payment by the Client, the Club may cancel the Hospitality Package. If the Hospitality Package 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 as a result of the Client's default.

6.3 All prices quoted by the Club (whether orally, in writing, or upon the Club's Website) are:

(a) inclusive of VAT at the prevailing rate; and

(b) subject to a Booking Fee per Hospitality Ticket comprised in the Hospitality Package, as set out in Booking Form and/or Booking Confirmation.

6.4 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 Hospitality Package catering specified in the Booking Confirmation. Unless other terms are specifically and expressly offered by the Club (in its sole discretion), Bar Expenses will be payable at the point of purchase upon the scheduled day of the Event.

7. CANCELLATION

7.1 Where the Client is a consumer, the Client may exercise its applicable rights under the Consumer Contracts Regulations 2013 as applicable to online purchases where purchasing Hospitality Package online and/or the Consumer Rights Act 2015.

7.2 Subject to clause 7.1 above, upon issue of the Booking Confirmation by the Club:

(a) there shall be no right of cancellation by the Client, save as provided expressly in these Terms and Conditions;

(b) 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 Hospitality Package to which the Booking Confirmation relates; and

(c) 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. CLIENT OBLIGATIONS

8.1 The Client shall, and shall ensure that the Client's servants, agents, employees, visitors, attendees or other invitees ("**Guests**") shall:

(a) provide all such confirmations, information and completed documentation as required by the Club at such times and places stipulated by the Club, which shall include provision by the lead person(s) representing the Client bringing to the Stadium in order to gain admission to the Event:

(i) the Hospitality Ticket(s);

(ii) the Booking Confirmation;

(iii) the debit or credit card used for the purchase (or a photo or photocopy of it);

(iv) a valid photo ID matching the name on the Booking Confirmation;

Failure to bring any of the items above will result in refusal of admission to the Event;

(b) cooperate fully with the Ground Regulations and the Club's reasonable instructions in relation to admission to and/or attendance at the Stadium;

(c) 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.

(d) 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 Hospitality Package 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;

(e) comply with:

(i) such applicable laws, statutes and regulations governing the use of the Stadium or such other Club premises at which Hospitality Package is provided, whether made by local government, national government or a licensing authority or otherwise (all as may be amended from time to time);

(ii) such reasonable regulations as the Club 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;

(iii) any and all instructions of any steward or Club officer or employee and/or any police officer;

(iv) the Stadium 'No smoking' policy (including the smoking of electronic cigarettes which is banned in the Stadium);

(f) 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 an Event or the Stadium; except that mobile phones and cameras shall be permitted within the Club's premises provided that they are used for personal and private use only, subject to clause 8.3 below;

(g) 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 statutory and/or criminal offence;

(h) undertake that alcohol will only be consumed in a responsible and safe manner and ensure that no Guest under the age of 18 (eighteen) will consume alcohol on the Club's premises;

(i) refrain from bringing any food or beverages on to the Club's premises;

(j) use the Club's premises at all times in a proper and lawful manner and not cause nuisance, annoyance or inconvenience to any person;

(k) not use the Hospitality Package and/or any access to the Hospitality Package:

(i) as a gift, prize or similar (whether in a competition, sweepstakes, auction, raffle or otherwise and whether or not for charitable purposes) without the Club's prior written consent; or

(ii) for any public promotional or other commercial purpose(s); or

(iii) otherwise re-sell use of the same without the Club's prior written consent;

(l) not do anything which is derogatory to and/or brings the Club into disrepute; and

(m) 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).

8.2 The Client shall be responsible for the behaviour of its Guests and the Client shall indemnify the Club 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.

8.3 In relation to any person who behaves in contravention of the terms of this clause 8 (Client Obligations) 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, the Club may at its sole discretion:

(a) eject such person(s) from the Club's premises;

(b) refuse admission subsequently to any part of the Club's premises by means of any Hospitality Ticket admission or Hospitality Package;

(c) confiscate and/or require delivery up of any tapes, films, disks or other recordings or data to the Club from any person in breach of clause 8.1(f) above;

(d) impose a ban on any offending Hospitality Ticket holder(s) who is found or is reported to be abusing any member of the audience, member of staff or any other individual in breach of clause 8.1(g) above, whether in or around the Stadium, with no refund being given to the Client in respect of the corresponding Hospitality Ticket(s). Such person(s) may face arrest and prosecution by the police.

9. FORCE MAJEURE

9.1 For the avoidance of doubt, the Club and the Client hereby agree that changes to applicable law and/or regulations implemented after the submission of the Booking Form and up to and including the scheduled day of the Event (whether implemented by local government or national government) and which impact the Hospitality Package in any respect whatsoever (or which cause the Event to be postponed, cancelled or rescheduled) shall constitute a Force Majeure Event (as defined below) for the purposes of the Contract.

9.2 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 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:

(a) the period or periods of continued existence of the Force Majeure Event, and

(b) 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.

9.3 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.

10. LIABILITY

10.1 Nothing in this clause 10 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.

10.2 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.

10.3 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.

10.4 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.

10.5 The Club will take reasonable precautions for the security of the area where the Hospitality Package 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.

11. TERMINATION

11.1 The Club shall be entitled to terminate this Contract immediately by notice in writing to the Client if:

(a) the Client or any Guest breaches these Terms and Conditions;

(b) the Client or any Guest in the reasonable opinion of the Club breaches (or fails to reasonably cooperate with the Club's implementation of) the Ground Regulations or any Club policy;

(c) 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;

(d) the Client fails to provide, or provides false or misleading information to the Club;

(e) the Client resells or transfers the Hospitality Package (or any Hospitality Ticket to the Event comprised within the Hospitality Package);

(f) 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;

(g) 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;

(h) 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;

(i) 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;

(j) 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

(k) anything similar to any of the events described in clauses 11.1(f) to 11.1(j) happens to any holding company of the Client or the Client.

11.2 The Club shall be entitled to terminate this Contract on providing 14 (fourteen) 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 Hospitality Package provided by the Club up to and including the date of termination).

11.3 In the event that the Club terminates this Contract in reliance upon any of clause 11.1 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 Hospitality Package to any other person.

11.4 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.

11.5 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 Hospitality Package area to any third party following expiry or termination of the Contract.

12. GENERAL

12.1 The Hospitality Package (and Hospitality Ticket(s) to the Event comprised within the Hospitality Package) 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).

12.2 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 Hospitality Package.

12.3 The Club may assign and/or sub-contract any of its rights and/or obligations under this Contract with the Client.

12.4 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.

12.5 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 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.

13. GOVERNING LAW AND JURISDICTION

13.1 This Contract is subject to English Law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

14. DATA PROTECTION – YOUR PRIVACY

14.1 For the purposes of these Terms and Conditions and the Contract:

(a) **"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 (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

(b) 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.

14.2 The Club's Privacy Policy is available via the Website. 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 to:

(a) (for the performance of the Club's obligations under these Terms and Conditions and the Contract (as applicable)) administer any services and/or products provided to the Client;

(b) (only where the Client has given its express consent to receiving communications from the Club) 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

(c) (only where the Client has given its express consent to receiving communications from the Club) 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.

14.3 The Client acknowledges and agrees that the Club may share the Client's personal data (including the personal data of any Guests attending the Event) with the Promoter where reasonably necessary for the purpose of ticketing and venue arrangements for the Event, and in compliance with applicable Data Protection Legislation.

14.4 Offers and opportunities: 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 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 (as defined in the Data Protection Legislation) 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 the means as indicated on the Booking Form, 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 hospitality@nufc.co.uk.

14.5 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.

14.6 We may monitor or record calls for security purposes and to improve the quality of our services to the Client.

15. SAFEGUARDING

15.1 The Client acknowledges that the Club is committed to the safeguarding and welfare of children, young people and vulnerable adults and, by signing the Booking Form and/or upon receipt of a Booking Confirmation, in each which incorporates these Terms and Conditions, the Client accepts and agrees that it will (and it will procure that its representatives and Guests will) adhere strictly at all times to the Club's safeguarding policies in force from time to time while at the Club's premises.

15.2 The Client acknowledges and agrees that it shall ensure that the physical and verbal behaviour and conduct of the Client, its representatives and Guests (including children, young people and vulnerable adults) shall be appropriate

at all times and of a manner which complies with clause 8 above and the Club's rules and regulations in force at the Club's premises from time to time.

15.3 The Client acknowledges and agrees that should the behaviour of the Client or any of its representatives or Guests be deemed by the Club to breach these Terms and Conditions or the Club's safeguarding policies, the Club reserves the right to take such action as the Club in its sole discretion deems appropriate (including but not limited to) the referral of any matter to external organisations such as the Police or Local Authority Designated Officer / Social Care Services.

15.4 The Client acknowledges that, in accordance with the Licensing Act 2003, children aged under 16 (sixteen) years of age are not permitted to be in the hospitality areas at the Club's premises unless they are accompanied at all times by a responsible person aged 18 (eighteen) years or older.

15.5 The Client acknowledges that, in accordance with clause 8.3 above, the Club reserves the right to remove from the Club's premises any person deemed to have breached the Ground Regulations and/or any other of the Club's rules and regulations in force at the Club's premises from time to time. If the Club exercises such right of removal and the relevant person is identified as being:

(a) a child aged under 16 (sixteen), the Client agrees that the responsible person aged 18 (eighteen) or over must also leave the Club's premises to ensure the welfare of the removed child is maintained; or

(b) a young person aged under 18 (eighteen), the Client agrees that any accompanying person must also leave the Club's premises; or

(c) the accompanying/responsible person, the Client agrees the child or young person they are accompanying must also leave the Club's premises.

In the event of any removal by the Club under this clause 15.5, the Client undertakes to ensure that, in each case, the child/young person and accompanying/responsible person shall not be separated under any circumstances.