

Business Club Terms and Conditions for Season 2026/27 (“Season”)

I. BASIS OF AGREEMENT

These terms and conditions (these “**Terms**”) govern the agreement to be entered into between:

- (1) **NEWCASTLE UNITED FOOTBALL COMPANY LIMITED** (company number: 00031014) of St James’ Park, Newcastle upon Tyne NE1 4ST (“**Club**”); and
 - (2) The company, firm, organisation or person(s) (the “**Client**” or “**you**” or the “**Member**”) stated in the Business Club Membership Form (the “**Membership Form**”),

(each a “**party**” and together the “**parties**”).
- I.1 Please read these Terms carefully before you submit the Membership Form to us. These Terms 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.
 - I.2 If you have any questions, please contact the Club Business Development Team to discuss by telephoning our customer service team at **0191 201 8444** or by e-mail to us at **Kayly.eke@nufc.co.uk**
 - I.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 the Club in the Membership Form.
 - I.4 If there is any inconsistency between these Terms and the Membership Form the provisions of these Terms shall prevail.
 - I.5 When we use the words “writing” or “written” in these Terms, this includes emails.

2. BUSINESS CLUB MEMBERSHIP

- 2.1 The Client shall be entitled to the member benefits set out in the communication from the Club to the Client either (i) confirming acceptance of the Membership Form; or (ii) otherwise in writing (the “**Membership Confirmation**”) (together, the “**Member Benefits**”) for the Season. Upon issuance of the Membership Confirmation, a contract will come into existence between the Client and the Club (the “**Membership**”). Such contract is subject always to payment of the membership fee specified in the Membership Form (which shall include the fees for any additional Event Sponsorships (as defined in clause 3.2) that the Client has agreed to purchase) (the “**Membership Fee**”) in accordance with clause 5, and the conditions set out in this clause.
2. For the avoidance of doubt, the Client shall not be entitled to any Member Benefits until the Club is in receipt of full payment of the Membership Fee in accordance with clause 5.
- 2.2 If the Club is unable to accept or accommodate the Client’s application to join the Business Club, the Club will inform the Client of this, either by phone call or in writing using the contact details provided on the

Membership Form. The Club shall have no liability in relation to any delay that may be caused by any Membership Form which is completed incorrectly by the Client.

- 2.3 The Client may not specify any additional terms on its Membership Form, and, for the avoidance of doubt, any purported additional terms (including the Client's own terms and conditions of supply and/or purchase) shall be deemed void.
- 2.4 The Club may assign a membership number to the Client which will be stated on the Membership Confirmation (the "**Membership Number**"). If assigned, please provide this Membership Number whenever you contact us.
- 2.5 The Club will, following full payment of all Membership Fees by the Client, deliver to the Client at a time determined by the Club in its sole discretion: (i) a welcome pack containing further information about the Member Benefits (the "**Welcome Pack**"); and (ii) a welcome gift (the "**Welcome Gift**").
- 2.6 The nature and value of the Welcome Gift shall be entirely at the Club's discretion.
- 2.7 The Club may cancel the Membership of any Client, including all associated benefits if the Client breaches any of these Terms or is banned or restricted from attending any football ground (including the Premises, as defined in clause 3.1). In such circumstances, the Client shall have no entitlement to any refund of any Membership Fees.
- 2.8 The Club reserves the right to not refund all or any part of Membership Fees due to: (i) late delivery of any Member Benefits; (ii) change of personnel at the Club; (iii) delays in processing membership applications; and/or (iv) change of venue, match fixtures and/or other related changes in relation to any Events (as defined in clause 3.1).
- 2.9 If the Membership is cancelled, whether by the Club or the Client, in accordance with these Terms no refund will be paid to the Client for any remaining period of Membership or any unused Member Benefits (including Events).
- 2.10 The Club shall not have any liability to the Client for a failure to carry out or delay in carrying out its obligations under these Terms to the extent the same is caused by any circumstances outside of the Club's reasonable control (including, but not limited to, default of suppliers or third parties).
- 2.11 If the Client offers services that may be suitable for tender opportunities within the Club, the Club may notify the Client of relevant opportunities where it considers, acting in its sole discretion, that this appropriate. The Club provides no assurance or guarantee that (i) any tender opportunities will arise; (ii) that the Client will be invited to tender for such opportunities; or (iii) that any contract will be awarded to the Client as a result of its participation in any such tender opportunities.
- 2.12 The Client acknowledges and agrees that, in line with Club practice and excluding any Historic Clients, the eligibility to acquire, access or maintain a seasonal hospitality suite membership or to purchase the rights in

relation to hospitality boxes is conditional upon holding a valid and active Membership. For the purpose of this clause, “**Historic Clients**” shall mean any clients who have continuously held a seasonal hospitality suite membership or hospitality box from a date prior to the commencement of Season 2023/24.

- 2.13 The Club reserves the right to update or amend these Terms to the extent reasonably required. The Club will notify the Client of such changes in writing.

3. BUSINESS CLUB EVENTS

- 3.1 The Client shall have the right to attend the events outlined in the Member Benefits (each an “**Event**”) at St James’ Park, Newcastle upon Tyne NE1 4ST (the “**Stadium**” or the “**Premises**”) and/or such other location and/or premises as the Club may reasonably determine is appropriate for the purposes of hosting any Event during the Season.
- 3.2 If the Client has elected to purchase additional sponsorship rights in respect of an event (“**Event Sponsorship**”), the additional benefits associated with such Event Sponsorship shall be as agreed between the Club and the Client in writing.
- 3.3 The Club cannot guarantee that any Event will occur as scheduled. Any Event may be cancelled, postponed, abandoned or rearranged and the dates and/or start times of all Events may be subject to change for any reason including factors outside the Club’s control such as, without limitation, adverse weather conditions, taking account of public health warnings, concerns and/or viral and/or biological contaminant mitigation measures for the protection of the public, spectators and the Client, television broadcasting or cup competition requirements. If an Event is cancelled, postponed, rescheduled, abandoned or otherwise rearranged then the Club shall use its reasonable endeavours to rearrange it and shall not be deemed to be in breach of these Terms. The Club shall not be liable for any direct or indirect 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.
- 3.4 The Client acknowledges that it may be required as a condition of entry to any Events held other than at the Premises to accept and comply with terms and conditions and/or policies of any third-party provider of such premises. The Club shall not be liable to the Client if the Client refuses to accept and/or comply with the foregoing.

4. RIGHT TO MAKE CHANGES

- 4.1 The Club may change all or any of the Member Benefits by written notice to the Client:
- (a) to reflect changes in relevant laws and regulatory requirements;
 - (b) to implement operational or technical adjustments and improvements; and/or
 - (c) at its discretion (acting reasonably).

- 4.2 The Club shall, when making changes to any Member Benefits, use its reasonable endeavours to ensure that the alternative(s) provided are of a comparable standard and quality to those originally specified.

5. PAYMENT

- 5.1 On or around the date of the Membership Confirmation, the Club shall issue the Client an invoice and the Client shall pay the Membership Fee outlined within that invoice within 30 (thirty) days of the date of the invoice. Time shall be of the essence for the purposes of such payment. In the event of default of payment by the Client, the Club may cancel the Membership and the Client will be liable to the Club for any loss suffered by the Club because of the Client's default.
- 5.2 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 price at the then prevailing rate.
- 5.3 Any additional goods or services purchased by the Client from or through the Club (i.e., in addition to those included in the Member Benefits and in addition to those detailed on the Membership 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 issuance of such invoice. Additional Goods and Services shall be subject to the Club's standard terms and conditions for the goods and/or services being purchased (found here: <https://www.nufc.co.uk/terms/>).
- 5.4 In the event of any invoice issued under clause 5.3 above not being discharged in full within the 14 (fourteen) day period, the Club reserves the right to suspend the provision of the Additional Goods and Services and/or terminate the Membership.
- 5.5 All bar bills, accounts and related expenses accrued by the Client and/or any of its Guests (as defined in clause 7.1) at an Event ("**Bar Expenses**") are excluded from the Membership Fee and shall be payable by the Client. Unless other terms are specifically and expressly offered by the Club (in its sole discretion, in writing), Bar Expenses will be payable at the point of purchase at an Event.
- 5.6 If the Client fails to pay any sum due and payable to the Club by the due date for such payment, 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 Barclays Bank PLC from time to time shall be applied.

6. CANCELLATION

- 6.1 On the issuance of the Membership Confirmation, there shall be no right of cancellation by the Client and the Club shall be entitled to retain any sums paid (including the Membership Fee) by the Client in respect of its

Membership; and to the extent the whole of or any part of the Membership Fee has not been paid, such amount shall remain due and payable by the Client.

7. CLIENT OBLIGATIONS

7.1 The Client shall, and shall ensure that the Client's servants, agents, employees, visitors, attendees or other invitees to Events ("**Guests**") shall (to the extent applicable to the relevant Event):

- (a) provide all such confirmations, information and completed documentation as required by the Club at such times and places stipulated by the Club;
- (b) comply with the Home Match Ticket Terms and Conditions (found here: <https://www.nufc.co.uk/terms/>) from time to time;
- (c) comply at all times with the Supporter Code of Conduct (found here: <https://www.newcastleunited.com/en/supporter-code-of-conduct>) and Club's Ground Regulations (found here: <https://www.newcastleunited.com/en/st-james-park/visitor-information/ground-regulations>);
- (d) be appropriately dressed to use the hospitality areas at the 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;
- (e) refrain from damaging, altering or removing any of the fittings, furnishings or equipment at the Premises or any other premises at which an Event is held, 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;
- (f) comply with:
 - (i) such statutes and regulations governing the use of the Stadium or such other premises at which an Event is held, whether made by 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 (in each case, as may be amended from time to time) ("**Acts**");
 - (ii) such reasonable regulations as the Club, or the owners of any other premises at which an Event is held, may from time to time make governing the use of the Premises or any other premises where an Event is held, 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; and

- (iv) the rules, regulations and by-laws of FIFA, UEFA, The Football Association, The Premier League, The Football League and the Club in respect of the relevant competition and any other ground or premises regulations.
- (g) not bring onto the Premises or any other premises where an Event is held or use within the Premises or any other premises where an Event is held 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 shall be permitted within the Premises or any other premises where an Event is held, provided that they are used for personal and private use only;
- (h) 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 (f)(i) above;
- (i) 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 Premises or any other premises where an Event is held;
- (j) refrain from bringing any food or beverages on to the Premises, or on to any other premises at which an Event is held;
- (k) use the Premises, and any other premises at which an Event is held, at all times in a proper and lawful manner and not cause nuisance, annoyance or inconvenience to any person; and/or
- (l) not use access to an Event as a gift, prize or similar or for any public promotional purposes or otherwise re-sell use of the same; and/or
- (m) not do anything which is derogatory to and/or brings the Club into disrepute.

7.2 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 an Event is held, against any loss or damage suffered by such owners or by the Club, its employees, servants or agents and caused by the Client and/or any Guests.

7.3 Any person who behaves in contravention of the terms of this clause 7 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 Premises or any other premises where an Event is held, may at the Club's sole discretion be ejected from such premises and refused admission subsequently to the Premises and/or any other premises where an Event is held.

7.4 No right to any Member Benefits 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 transferee agrees to be bound by these Terms.

- 7.5 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.
- 7.6 The Client acknowledges that the Premises are a **NO SMOKING STADIUM** and agrees that it will not and will procure that its Guests will not, smoke in the 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.
- 7.7 For the avoidance of doubt, if a Client and/or any of its Guests is in breach of any of the terms of this clause 7, the Club has the right to ban the Client and/or their Guest(s) from the Premises with immediate effect and, at the Club's sole discretion, to cancel the Client's Membership with immediate effect. No refund of the Membership Fee will be made to the Client if they and/or any of their Guests is/are banned from or restricted access to the Premises, or any other premises at which an Event is held, under such circumstances.
- 7.8 To ensure safety and security at an Event, the Club may and (at its discretion) require the Client to provide the Club with details of its Guests (including any opponent team affiliations or support) prior to the relevant Event. Guest lists will be destroyed following the relevant Event and no data will be kept on file by the Club. Failure or refusal by the Client to comply with this clause 7.8 may result (at the Club's sole discretion) of suspension and/or termination of the Client's Membership and/or without liability to the Client.
- 7.9 Where the Client and/or any of its Guests includes persons with any opponent team affiliations, sympathies or supporters, it is acknowledged and agreed by the Client that neither the Client nor its Guests shall be permitted to wear colours of any opponent and/or to behave in any such manner or support of the opponent(s) (as determined in the Club's sole discretion) as to disrupt the Event or to interfere with the quiet enjoyment of the Event by other patrons. The Club shall be entitled to immediately eject from the Premises, or any other premises where an Event is held, any Client, person or Guest which the Club's officials consider (acting in their absolute discretion):
- (a) is not a supporter of the Club or is behaving in such a manner as is disruptive to supporters of the Club; and/or
 - (b) whose presence or behaviour is or may cause and/or create and/or antagonise and/or escalate potential disorder or unsafety at the Club's Premises.

In such event, the Client shall not be entitled to any refund of the Membership Fee.

8. FORCE MAJEURE

- 8.1 In the event of the Club being prevented or delayed at any time from performing any of its obligations under these Terms 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, epidemics, pandemics, lockouts, 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.

8.2 In the event that a Force Majeure Event prevents the Club permanently from performing its obligations under these Terms, the Club shall be entitled to terminate the Membership 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.

9. LIABILITY

9.1 Nothing in this clause 9 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.

9.2 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.

9.3 The total liability of the Club for any losses of the Client arising out of or in connection with the Membership shall be limited to an amount equal to the total Membership Fee actually paid by the Client to the Club in the season to which the claim relates.

9.4 The Club will take reasonable precautions for the security of the area where any Event is provided but the Club will not be liable for the loss of or damage to the property of the Client and/or Guests attending the same.

10. TERMINATION

10.1 The Club shall be entitled to terminate the Membership immediately by notice in writing to the Client if:

- (a) the Client commits a material breach of these Terms which cannot be remedied, or which can be remedied but the Client fails to do so within a reasonable period specified by the Club;
- (b) the Client fails to provide, or provides false or misleading information to the Club pursuant to clause 7.8;

- (c) the Client resells or transfers the Membership or any ticket in contravention of the provisions of clause 7.4;
- (d) any procedure is commenced with a view to the winding-up of the Client and that procedure is not terminated or discharged within 30 (thirty) days;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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
- (i) anything analogous event to any of the events described in clauses (d) to (h) happens in respect of the Client and/or any holding company of the Client in any jurisdiction.

10.2 If the Club terminates the Membership pursuant to clause 10.1 above or as a result of any other default by the Client in accordance with these Terms, the Club shall not be under any liability to refund any part of the Membership Fee and following such termination the Club shall be free to sell any Event Sponsorship purchased by the Client to any other person.

10.3 The Client may terminate the Membership if the Club commits a material breach of these Terms 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.

10.4 Termination or expiry of the Membership and/or these Terms 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 these Terms (save in respect of any provision which is expressly or by implication intended to remain in force after such expiry or termination).

10.5 These Terms will automatically expire 7 (seven) days after the last men's first team match of the Season.

11. NOTICES

Any communication may be served by the Club to the Client using the contact information stated in the Membership Form. Any communication that is to be served upon the Club may be served upon the contact details stated at clause 1.2. 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. Any communication served by e-mail shall be deemed to have been served upon transmission provided that the party sending such notice did not receive a transmission failure notification in respect of the same.

12. WAIVER

The rights and remedies of the parties under these Terms will not be waived by the granting of any indulgence, forbearance or extension of time by the parties nor by the failure of or delay by the parties in asserting any such rights or remedies.

13. INVALIDITY

If, at any time any one or more of the provisions of these Terms, is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of these Terms shall not be affected.

14. GENERAL

- 14.1 The Membership is personal to the Client on a non-transferable basis and shall not be transferred or re-sold under any circumstances (except as expressly provided elsewhere in these Terms).
- 14.2 The Client shall not assign the benefit of its Membership 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 Membership. Any purported assignment et al by the Client in contravention of this clause 14.2 shall be void.
- 14.3 The Club may assign and/or sub-contract any of its rights and/or obligations under these Terms.
- 14.4 Any person who is not a party to these Terms shall not be entitled to enforce any provision of them, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.5 The Club may, from time to time, create images, audio content, visual content and/or audio-visual video footage which may include those in attendance at the hospitality areas and/or the Stadium. The Club's CCTV and Imaging Policy and its Privacy Notice are available via the Club's website. By agreeing to these Terms and purchasing the Membership, the Client agrees (including for and on behalf of any of its 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/or (ii) any other Club commercial activity.

15. GOVERNING LAW AND JURISDICTION

These Terms and the Membership (including any non-contractual obligations arising out of them) shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the

exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of, or in connection with, these Terms and/or the Membership.

16. DATA PROTECTION

16.1 For the purposes of these Terms and the Membership:

- (a) **“Data Protection Legislation”** means all applicable laws and regulations relating to the processing of data and data privacy in any relevant jurisdiction including without limitation the UK GDPR, the DPA 2018, the Privacy and Electronic Communications Regulations, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and any order, guidelines and instructions issued by a relevant national regulator or judicial authority in the United Kingdom;
- (b) **“DPA 2018”** means the Data Protection Act 2018;
- (c) **“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018; and
- (d) 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.

16.2 Unless the Client notifies the Club otherwise, the Member Benefits include:

- (a) Client’s details being shared via the Club’s directory, which is shared with all Clients;
- (b) Client’s details displayed in all home matchday programmes; and
- (c) access to the Club’s the LinkedIn group;

(each Member Benefit highlighted above is subject to the Club’s sole discretion and right to vary).

16.3 The Club’s Privacy Policy is available via the Club’s 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 the Membership (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.

- 16.4 The Club teams up with a selection of carefully chosen commercial partners to bring fans and clients 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 data (as defined in the Data Protection Legislation) to any commercial partner for the purposes of the Membership. Where the Client ticks the appropriate box(es) on the Membership 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, (ii) text/picture/video message, (iv) digital television, or (v) 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 dataprotection@nufc.co.uk.
- 16.5 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 these Terms.
- 16.6 The Club may monitor or record calls for security purposes and to improve the quality of our services to the Client.

17. EQUALITY AND DIVERSITY

- 17.1 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 that 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 Members 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 from the Premises and subsequently remove your Membership if you are found to behave in a manner that does not adhere to the above and the Club may seek further action, such as a ban from the Premises and/or from participating in the Membership (and referral to Kick It Out, where relevant), and the Club may report the matter to the Police or other regulatory bodies.
- 17.2 The Club will proactively work with Members 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.
- 17.3 In accordance with the Equality Act 2010 the Club will make adjustments in respect of access for Members 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.

18. SAFEGUARDING AND WELFARE

- 18.1 The Client acknowledges the Club is committed to safeguarding vulnerable groups and expects all staff, players, volunteers, contractors, partners, Clients, and Guests to share this commitment.
- 18.2 The Club believes all staff, players, volunteers, contractors, partners, Clients, and Guests have a responsibility to report to the Club any concerns they have about the welfare of any child, or adult at risk.
- 18.3 The Client acknowledges that the Club has in place a Safeguarding Policy to ensure as far as reasonably practicable all staff, players, volunteers, contractors, partners, Clients and Guests are treated appropriately, respectfully and safely.
- 18.4 The Client acknowledges the Club expects its 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 18.1, 18.2 and 18.3
- 18.5 The Client acknowledges that should its behaviour or that of any of its Guests be deemed as breaching clauses 18.1, 18.2 or 18.3, 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.
- 18.6 The Client acknowledges that, in accordance with the Licensing Act 2003 (as amended from time to time), other than for use as a through pass to the seating area as no alternative route is available, children or young people aged under sixteen years of age are not, at any time, permitted to be in licensed bar areas of the Premises without being accompanied for the entire duration they are present in the area by a responsible person aged eighteen years or older.
- 18.7 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 Premises 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 Premises, 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.

19. Sexual Harassment

- 19.1 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.

- 19.2 The Club reserves its right to eject the Client or any of its Guests from the Premises and take any further action it deems necessary (including but not limited to suspension or termination of your Membership) where a Client is deemed to be in breach of clause 19.1. The Client is fully responsible for the behaviour of its Guests, and any breach of clause 19.1 by a Guest of the Client shall be deemed to be a breach by the Client.
- 19.3 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.