

MANCHESTER UNITED FOOTBALL CLUB NON-MATCH DAY EVENT TERMS AND CONDITIONS

1. Definitions and interpretations

In these Conditions the following terms have the following meanings:

“**Attendee**” means any individual attending the Event as part of your Booking;

“**Booking**” means your booking for the Event to be completed on the applicable online booking page, and any confirmation of your booking that you receive, in each case which sets out details of the Event, including: (i) the date the Event is to take place, (ii) what is included as part of your ticket for the Event, and (iii) the Charges;

“**Booking Requirements**” has the meaning given to it in Clause 3.a;

“**Charges**” means the charges payable to MU by You for the booking of the Event as set out on the relevant online booking page;

“**Conditions**” means the terms and conditions as set out in this document;

“**Contract**” has the meaning given to it in Clause 2.a;

“**Effective Date**” means the date the Contract between You and MU commences as described in Clause 3.b;

“**Force Majeure Event**” means any reason beyond MU’s control;

“**MU**” means Manchester United Football Club Limited (company number 95489) whose registered office is at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA;

“**Venue**” means the venue and location for the Event as set out in the Booking;

“**Services**” means the provision of the products and/or services by MU for the Event (including hosting the Event) as set out in the Booking and/or as later agreed between You and MU in writing;

“**Stadium**” means the football stadium located at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA known as “Old Trafford” (including the Museum), and surrounding premises owned by MU;

“**Term**” has the meaning given to it in Clause 3.b;

“**Event**” means the event hosted by MU at the Venue as set out in the Booking;

“**You**” means the person booking the Event, and “**Your**” will be construed accordingly.

Reference to ‘Clauses’ are to the clauses of these Conditions.

2. Basis of Contract

- a. These Conditions, along with the Booking Form, (the “**Contract**”) will govern all contracts and arrangements between You and MU in respect of the Event and the Services. No condition, warranty or similar provision of any document which You have provided (or in the future provide) to MU will apply to MU or the Contract.
- b. If You are booking the Event for a third party, You are deemed to be acting with the consent of that third party. You are also considered to be accepting these Conditions on behalf of all Attendees.

3. Your booking

- a. Any booking of an Event by You is not secured until all of the following actions have been completed:
 - i. You have completed your Booking; and
 - ii. You pay the Charges in full as directed by the relevant online booking page, (the “**Booking Requirements**”).
- b. Subject to Clause 3.c3.c, the Contract between You and MU will commence on the date that all of the Booking Requirements have been completed (the “**Effective Date**”) and will continue until fourteen (14) days after the date of the Event (the “**Term**”).
- c. Payment of the Charges must be received by MU within the timeframe indicated on the applicable online booking page. Where the same are not received in the required timeframe, MU can deem that Your booking of the Event is cancelled. If You wish to continue with the booking, the Charges payable by You may be increased to reflect any published increase to the charges applicable to the Event.
- d. Please note that, for the purposes of this Clause **Error! Reference source not found.**, any documents and/or payments that have been sent by You, but have not been actually received by MU, will be deemed to have not been ‘received’.

4. Charges

- a. In return for MU providing the Services, You will pay to MU the Charges in accordance with the procedure and timescales for payment set out on the applicable online booking page.
- b. Unless otherwise stated, all Charges stated in respect of the Booking are inclusive of value added tax.
- c. All payments to MU are required to be made in pounds sterling. MU will not invoice to an address outside the United Kingdom.
- d. If You fail to make payment of the Charges in accordance with the Contract, such failure will be deemed a material breach of the Contract and Clause 9.c will apply.

5. The Event

- a. If the Event booked by You includes the attendance of any former Manchester United player, please note that the player(s) that will be in attendance at the Event is/are subject to change at any time and no guarantees are provided that any specific player will be in attendance (including players that take part or appear in publicity or advertising relating to the Event Experience).

6. Attendees’ rights and obligations

- a. You are required to ensure that all Attendees are aware of and comply with these Conditions.
- b. MU may stipulate certain age requirements for an Event. You are required to ensure that all Attendees conform to such age requirements.
- c. All Attendees under the age of 18 must be accompanied by a parent or guardian or other adult over the age of 18 years, which person will accept (i) full responsibility for the minors they accompany (including in respect of their compliance with these Conditions) and (ii) provide adequate supervision at all times. MU reserves the right to require confirmation of age as, in its sole discretion, it considers necessary.

- d. Any Attendee under the age of 18 years of age is not permitted to consume alcohol during the Event.
- e. Attendees will only be permitted to access areas of the Venue that form part of the Event. Attendees agree not to access any other area of the Venue.
- f. Attendees must:
 - i. act responsibly, safely, appropriately and in accordance with all applicable laws; and
 - ii. comply with MU's security and safety policies and all instructions of any MU official or other officer or employee of MU or its representatives.

7. MU's rights and obligations

- a. MU will have the right to prevent access to or remove from the Event and/or the Venue:
 - i. any Attendee acting in a way which, in the opinion of MU (in its absolute discretion), is unacceptable (including drunken behaviour) or reasonably likely to cause damage or injury to any Attendee, any other visitor or the Venue. This includes Attendees whose behaviour is offensive, threatening, disrespectful or violent;
 - ii. any Attendee who in the opinion of MU or its security officers (in their absolute discretion) either (i) unreasonably refuses to permit their person or possessions to be searched on entry or (ii) poses a security risk; or
 - iii. any Attendee who is breach of any of the Conditions,

without any liability to any Attendee by way of compensation, refund, re-admission or otherwise.

- b. Where the Venue is located at the Stadium, please note that due to the operational needs of MU in the undertaking of its business as a football club, MU may be required to act on short notice (e.g. for health and safety reasons) and will be entitled to:
 - i. repair, replace and modernise any part or parts of the Stadium and from time to time take such other steps in relation to the Stadium as MU in its sole discretion considers to be necessary;
 - ii. change the nature of the Event without notice where such change is required for operational purpose; and/or
 - iii. close parts of the Stadium without notice to for the purposes of performing the above;

without liability to any Attendee by way of compensation, refund, re-admission or otherwise. As such MU cannot guarantee that all advertised elements to the Event will be available.

8. Attendee's visit

- a. Attendees should arrive at the Stadium at the location and at the time set out in the Booking, or as otherwise confirmed by MU in writing.
- b. Attendees will only be entitled to take photographs and/or video recordings during the Event for genuine private and non-commercial purposes, save that Attendees must not take photographs or video recordings of any match displayed at the Event.
- c. Each Attendee will be solely responsible for their personal property and MU will not be liable for loss of or damage to such personal possessions.

9. Cancellation and amendments by MU and COVID-19

- a. MU shall be entitled to change the location of the Event specified in the Booking to an alternative location in its absolute discretion without any liability to You and/or the Attendees, provided that such a substitute location shall be of no lesser suitability than the location specified in the Booking (for the avoidance of doubt, change of location to a different sized room than as specified in Your Booking shall be deemed an acceptable change).
- b. Due to the operational needs of MU in the undertaking of its business as a football club, MU may be required to act on short notice (including, but not limited to, when there is a late change of match days or a Force Majeure Event) and MU will have the right, at its sole discretion, to:
 - i. suspend or cancel the Event; and/or
 - ii. close the whole of the Stadium to the public;
- c. where considered necessary by MU for operational and/or safety reasons or as required by action taken under Clause 7.b. In such circumstances MU will endeavour to provide notice to You (if reasonably possible) of such suspension, cancellation or closure and You will be entitled (at Your own discretion) to accept an alternative date/time for the Event (where possible) or to receive a refund of any Charges paid by You.
- d. MU may by notice in writing to You cancel the Event at any time prior to any 'Cancellation Date' notified to You as part of your Booking. In such circumstances, you shall be entitled (at Your own discretion) to accept an alternative date/time for the Event (where this is possible) or to receive a refund of any Charges paid by You.
- e. MU will also have the right to terminate the Contract and cancel the Event without any liability to You by notice in writing to You if: (i) any of the Charges due are not made by the relevant due date for payment; (ii) You are in breach of any provision of the Contract and the breach has not been remedied within a reasonable period; or (iii) You take any action or any action is taken in connection with You which in MU's reasonable opinion means that You are unlikely to be able to pay Your debts as they fall due.
- f. Notwithstanding any other provision of these terms and conditions, if for any reason related to COVID19:
 - i. MU is unable to admit an Attendee into the Event; or
 - ii. MU is required to reduce the capacity of the Event and as a result MU makes the decision (at its discretion) that it is not able to admit an Attendee into the Event; or
 - iii. MU is unable to provide the Event and/or the associated services as described in the Booking,
- g. You shall receive full refund of any Charges paid by You. In such situations, MU shall have no liability for any losses (including travel costs or accommodation costs), or expenses incurred by You and/or any Attendee.

10. Cancellation by You

- a. You may cancel Your booking of the Event, provided that such cancellation must be confirmed to MU in writing. In such circumstances, depending upon when such cancellation is notified to MU, the following will apply:
 - i. cancellation more than 14 days before the date of the Event – MU will reimburse 50% of the Charges paid;
 - ii. cancellation less than 14 days before the date of the Event – no refund shall be made.

11. Liability

- a. You will be liable for all costs, losses and liabilities incurred by MU as a result of any damage to the property of MU caused by any Attendee and/or any actions of any Attendee, including (but not limited to) any breach of Clause 6.e and any actions referred to in Clause 7.a.i.
- b. If MU fails to comply with the Contract, MU is responsible for loss or damage that You suffer that is a foreseeable result of MU being in breach of the Contract. MU is not responsible, however, for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the Contract was made both You and MU knew it might happen (for example, if You discussed it with the MU when making the Booking).
- c. Notwithstanding paragraph 11.b, MU is not liable for any business losses. If Your booking of the Event is for any commercial business purposes (or where You are not acting as a consumer), MU will have no liability to You or any Attendee for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- d. In the absence of negligence or other breach of duty by MU or its servants or agents, You and all Attendees are responsible for: (i) any loss, theft or damage to any personal belongings left or displayed in or at the Venue; and/or (ii) any injuries sustained during the Event.
- e. For the avoidance of doubt, MU does not exclude or limit its liability for:
 - i. death or personal injury caused by its negligence;
 - ii. fraud or fraudulent misrepresentation by MU; and/or
 - iii. any liability which cannot be limited or excluded by law.

12. Warranties

- a. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13. General

- a. MU will have no liability to You if it is prevented from, or delayed in performing in full or in part, its obligations under the Contract as a result of a Force Majeure Event.
- b. The expiry or termination of the Contract will not stop either party from making a claim against the other for any act or omission that occurred prior to expiry or termination.
- c. On expiry or termination of the Contract, any part of the Contract that is expressly stated to come into force or continue on or after such expiry or termination (or is intended as such by implication), shall continue to apply.

- d. No variation of the Contract or these Conditions will be valid unless it is in writing and signed by or on behalf of both MU and You.
- e. MU can at any time assign, transfer or novate the Contract to any of its group companies.
- f. If any provision of the Contract may prove to be illegal or unenforceable, the remaining provisions of the Contract will continue in full force and effect.
- g. Unless otherwise stated in the Contract, any notice that is required to be given under these Conditions must be in writing and sent by email, by hand or sent by first class mail and will be deemed to have been given on the day of delivery. Save where another address has been previously notified to the sending party, (i) notices sent by MU to You will be sent Your address and/or email address as set out in the Booking; and (ii) notices sent by You to MU will be sent to:

Address: United Events
Manchester United Football Club Limited
Sir Matt Busby Way
Old Trafford
Manchester M16 0RA
England

With a copy to be sent to Legal and Business Affairs

Email: andrew.sidebotham@manutd.co.uk

- h. The Contract will be construed and performed in all respects in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the English courts.