

## HOSPITALITY PACKAGE TERMS & CONDITIONS

This Agreement (which includes these Terms and the Booking Form) sets out the terms and conditions upon which Manchester Sale Rugby Club Limited t/a Sale Sharks (“we”, “us”, “our”) provide hospitality products and services to you. As per Clause 2, your signature or that of your representative on the Booking Form, signifies your acceptance of this Agreement and your agreement to comply strictly with the terms and conditions set out in this Agreement.

These Terms consist of 3 Sections:

- **Section A:** Terms which apply to all Hospitality Packages;
- **Section B:** Terms which apply to Banked Hospitality only; and
- **Section C:** Terms which apply to Hospitality Boxes only.

### Section A: This section applies to ALL Hospitality Packages

#### 1. DEFINITIONS AND INTERPRETATION

In this Agreement, the following definitions shall have the following meanings and the following rules of interpretation shall apply:

- 1.1. **“Agreement”** means the Booking form, these Terms and any other document referred to within the Booking Form or these Terms.
- 1.2. **“Banked Hospitality”** means you are entitled to an allocated number of Hospitality Tickets per Season (as outlined in the Booking Form and subject to a minimum of 50) to be used at relevant Included Matches.
- 1.3. **“Booking Form”** means the written document we provide to you containing specific details of the hospitality package purchased by you and supplied by us under this Agreement.
- 1.4. **“Commencement Date”** means the date upon which this Agreement commences as described in Clause 12.1.
- 1.5. **“Common Areas”** means such seating areas, licensed bars, common areas, roads, paths, entrance halls, corridors, lifts, staircases, landings and other means of access in or upon the Stadium as we may designate from time to time as being (i) necessary for obtaining access to and exit from; or (ii) otherwise ancillary to the use of the Hospitality Box, Hospitality Seat(s) and/or Hospitality Restaurant/Lounge (as the case may be) during the Fixture Times.
- 1.6. **“Conditions of Issue”** means, these Terms, the Terms & Conditions of Entry and the Covid-19 Supplemental Terms and Conditions.
- 1.7. **“COVID-19 Code of Conduct”** means the COVID-19 supporter code of conduct issued by us from time to time that sets out certain terms and conditions (in addition to the Terms and Conditions of Entry) upon which supporters are granted entry to the Stadium, a copy of which will be communicated to the Purchaser and displayed at the Stadium when applicable;
- 1.8. **“Covid-19 Supplemental Terms and Conditions”** means those terms set out in Clause 14.
- 1.9. **“Cup Match”** means all Domestic Cup Matches and / or European Cup Matches.
- 1.10. **“Domestic Cup Match”** means a Match which our men’s first team plays at the Stadium as part of a cup formatted competition organised and operated by Premier Rugby Limited, currently known as the Premiership Rugby Cup.
- 1.11. **“European Cup Match”** means a Match (including any qualifying match) which our men’s first team plays at the Stadium as part of a cup formatted competition organised and operated by European Professional Club Rugby, currently known as the Heineken Champions Cup and the EPCR Challenge Cup.
- 1.12. **“Event”** means any concert, performance, exhibition, conference, private party or other event (other than a Match) held at the Stadium outside of the Fixture Times.
- 1.13. **“Excluded Match”** means any rugby union match played at the Stadium during the Season which is not an Included Match (whether or not played by any of our teams) such as a Domestic Cup Match or a European Cup Match that is a quarter final, semi-final or final fixture.
- 1.14. **“Fees”** means the fees payable to us for the provision of a Hospitality Package, as set out in the Booking Form.

- 1.15. **“Fixture Times”** means approximately 2 hours prior to the beginning of, during, and approximately 1 hour after the final whistle of, each Included Match during the Season.
- 1.16. **“Force Majeure”** means an event that occurs that outside our reasonable control and shall include the list of events set out in Clause 13.8.
- 1.17. **“Gold Match”** means a Match against a particular opponent that is categorised by us as a “Gold Match”, details of which are set out in the match day matrix communicated by us and in place from time to time.
- 1.18. **“Guest”** means any person on whose behalf you have purchased the Hospitality Package or who benefits from a Hospitality Ticket from time to time.
- 1.19. **“Hospitality Box”** means (where provided as part of the Hospitality Package) the hospitality box referred to in the Booking Form which you are entitled to occupy in accordance with this Agreement.
- 1.20. **“Hospitality Package”** means a specific hospitality option which entitles you to receive certain hospitality related benefits, namely Seasonal Hospitality, Banked Hospitality or Match by Match Hospitality as specified on the Booking Form. The hospitality benefits made available by us to any individual who uses a Hospitality Tickets issued in accordance with a hospitality package shall be as set out in any relevant documentation issued by us and amendable by us from time to time in accordance with Clause 8.4.
- 1.21. **“Hospitality Restaurant/Lounge”** means (where provided as part of the Hospitality Package) the restaurant or lounge within the Stadium referred to in the Booking Form which you are entitled to occupy in accordance with this Agreement.
- 1.22. **“Hospitality Seat”** means (where provided as part of the Hospitality Package) the seat within the Stadium (or such other seat as may be determined by us from time to time) which you are entitled to occupy in accordance with this Agreement.
- 1.23. **“Hospitality Tickets”** means any Tickets which also include additional hospitality benefits based on the hospitality package to which they relate.
- 1.24. **“Included Match”** means the Match(es) for which the Hospitality Package can be used, which will be as follows:
  - 1.24.1. in the case of Seasonal Hospitality for the entire Season, all League Matches and Cup Matches that we are guaranteed to participate in regardless of the results of any other matches in the relevant league or cup competition;
  - 1.24.2. in the case of Match By Match Hospitality, the Match(es) to which the Match By Match Hospitality relates as stated in the Booking Form; and
  - 1.24.3. in the case of Banked Hospitality, the Matches at which you/Guests elect to attend, subject to the restrictions set out in Section B of these Terms.
- 1.25. **“League Match”** means a Match which our men’s first team plays at the Stadium as part of a league formatted competition organised and operated by Premier Rugby Limited, currently known as the Gallagher Premiership and the Gallagher Championship.
- 1.26. **“Licensed Areas”** means the areas licensed to you for your use during the Fixture Times pursuant to Clause 3.1.
- 1.27. **“Match”** means all rugby union matches in which our men’s first team plays at the Stadium during the Season.
- 1.28. **“Match By Match Hospitality”** means the provision of Hospitality Tickets for use at the relevant Included Match(es) set out in the Booking Form.
- 1.29. **“Maximum Occupancy”** means the capacity of the Hospitality Box as set out in the Booking Form.
- 1.30. **“Purchaser”, “you” or “your”** means the purchaser of a Hospitality Package as identified in the Booking Form.
- 1.31. **“Season”** means each rugby season running from mid-September of a calendar year until mid-June of the following calendar year.
- 1.32. **“Seasonal Hospitality”** means the right to a specific number of Hospitality Tickets to each Included Match, as stated on the Booking Form.
- 1.33. **“Stadium”** means AJ Bell Stadium, Stadium Way, Eccles, Manchester, M30 7WH or any such other location at which our men’s first team plays

competitive matches categorised as “Home Matches” by the governing body that organises and operates the relevant league or cup competition in which our men’s first team competes.

- 1.34. “**Terms**” means these terms and conditions (Sections A, B and C).
- 1.35. “**Terms & Conditions of Entry**” means the terms & conditions of entry into the Stadium (which can be found on – or accessed via – our website at [www.salesharks.com](http://www.salesharks.com) or can be provided upon written request)
- 1.36. “**Ticket**” means any mobile ticket, electronic card, or other entry material such as a printed ticket which are provided by us and which shall allow an individual to attend a Match.
- 1.37. A “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.38. Any obligation on you not to do something includes an obligation not to agree or allow that thing to be done and to use your best endeavours to prevent such act or thing being done by a third party.
- 1.39. Any reference to a “**Clause**” is to a clause of these Terms and any headings used are used for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.40. Words imparting the singular shall include the plural and vice versa.
- 1.41. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.42. Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the words “**without limitation**” unless the context requires otherwise.
- 1.43. A reference to “**writing**” or “**written**” includes in electronic form and similar means of communication

## 2. AGREEMENT

- 2.1. The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time.
- 2.2. Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding, representation or arrangement of any kind between us and you preceding the date of this Agreement and in any way relating to our provision of a Hospitality Package.
- 2.3. This Agreement constitutes the whole agreement and understanding of both you and us as to your purchase of a Hospitality Package under this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.
- 2.4. The Booking Form shall be in the form that we require from time to time. This Agreement shall be legally formed and both you and us shall be legally bound when we have received the Booking Form that has been signed by an authorised signatory of you and submitted by you to us. Submission by us to you of the Booking Form as signed by us shall be deemed to be an offer by us to provide the Hospitality Package (as specified in the Booking Form) to you, subject to the provisions of this Agreement, and your counter-signature on the Booking Form shall be considered your acceptance of such offer, but the requirements for us to perform any of our obligations under this Agreement shall be conditional upon our receipt from you of any advance or immediate payment of Fees as required under this Agreement.
- 2.5. In the event of a conflict between these Terms and the Booking Form, then the Booking Form shall take precedence over these Terms.

## 3. HOSPITALITY LICENCE

- 3.1. Subject to the terms set out in this Agreement, by means of issuing you with Hospitality Tickets, we shall permit you and your Guests (subject to the restrictions on the numbers set out in the Booking Form), for the Fixture Times to:

- 3.1.1. occupy the Hospitality Box or Hospitality Restaurant/Lounge (as set out in the Booking Form), and the Hospitality Seat(s); and

- 3.1.2. use the Common Areas;  
(together, the “**Licensed Areas**”).

- 3.2. We retain control, possession and management of the Licensed Areas and you have no right to exclude any of our employees, officers, agents, sub-contractors or representatives from the Licensed Areas at any time (including during the Fixture Times).
- 3.3. The licence to occupy granted by these Terms is personal to you and is not assignable and may only be exercised by you (and your Guests).

## 4. YOUR OBLIGATIONS

- 4.1. You agree, acknowledge and undertake:
  - 4.1.1. to be responsible for the actions of your Guests at all times whilst they are at the Stadium and to ensure they comply with these Terms;
  - 4.1.2. to (and to ensure that your Guests) comply with the Terms & Conditions of Entry issued by us from time to time and observe all reasonable verbal instructions from members of our staff;
  - 4.1.3. not to (and to ensure that your Guests do not) do anything in the Licensed Areas or anywhere at the Stadium, which is illegal or which may become a nuisance (whether actionable or not) or cause damage, annoyance, inconvenience or disturbance to us, any other attendee at the Stadium or the occupiers of any property neighbouring the Stadium;
  - 4.1.4. to (and to ensure that all Guests) display any accreditations or passes issued by us at all times within Licensed Areas or any part of the Stadium when making use of the Hospitality Package;
  - 4.1.5. not to (and to ensure that your Guests do not) do anything that will or might vitiate in whole or in part any insurance effected by us in respect of the Stadium from time to time and to comply with any notices displayed around the Stadium;
  - 4.1.6. to ensure that you and your Guest have a valid Hospitality Ticket on your person at all times and be prepared to present your Hospitality Ticket whenever requested by a member of our staff; and
  - 4.1.7. that the Licensed Areas, and any furnishing and equipment in such Licensed Areas, shall at all times remain our property and to keep (and ensure that your Guests keep) the same in good condition (fair wear and tear excepted) making good any damage occurring and returning the same to Club in like condition at the expiry of the Hospitality Package.
- 4.2. Without prejudice to any of our other rights or remedies under these Terms, we shall have the right (without liability) to exclude any person from the Licensed Areas or Stadium who does not comply with this Clause 4.
- 4.3. You agree to indemnify us and keep us indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability suffered or incurred by us that arises in any way from:
  - 4.3.1. any breach of this Agreement by you or by a Guest; and/or
  - 4.3.2. the exercise by you or a Guest of any rights given in Clause 3.

## 5. EXCLUDED MATCHES AND EVENTS

- 5.1. You acknowledge and agree that:
  - 5.1.1. You have no right under these Terms to occupy the Licensed Areas for Excluded Matches or Events; and
  - 5.1.2. We reserve the right to licence the Licensed Areas to any third party for any Excluded Match or Event, without liability or refund to you.
- 5.2. Purchase of a Hospitality Package does not guarantee a ticket for any of our away matches, any Excluded Match or any Event. Where available, it is possible to purchase Hospitality Tickets for Excluded Matches and, in these circumstances, additional fees will be payable. Any such booking shall be in accordance with the terms and conditions provided to you as part of such additional booking (or, if no such terms and conditions are provided, these Terms shall apply and such Match shall be included within the definition of Included Match). We reserve the

right to offer alternative hospitality packages/suites for Excluded Matches.

- 5.3. Without limitation to Clauses 5.1 and 5.2, we shall, where possible, attempt to offer you a right of first opportunity to purchase Hospitality Tickets in the Hospitality Box, Restaurant/Lounge or Seat(s) (as the case may be) specified in the Booking Form for Excluded Matches during the Season. We may withdraw such right at any time.

## 6. CONTRACT INFORMATION

Where you are applying for the Hospitality Package on behalf of a Guest or Guests, you will be deemed to be acting with the consent of each Guest for whom you are making the purchase, including acting with their authority to agree to these Terms on their behalf. You agree that you shall procure that each Guest complies with these Terms.

## 7. PAYMENT TERMS

- 7.1. Where you are required or choose to pay for the Fees in full (in one payment), an invoice will be raised for the full amount of the Fees and must be paid before or on the date set out in the Booking Form.
- 7.2. For Seasonal Hospitality Packages only, we shall allow the Fees to be paid in 6 equal instalments before or on the dates set out in the Booking Form. In the event that such Fees are being paid in instalments it shall be done via Standing Order and you will ensure that payment of each instalment set out in the Booking Form is made on the dates and in the amounts and frequencies as directed by us and stated on the Booking Form. You agree that the obligation to pay the Fees in full arises in its entirety on the date of the invoice, notwithstanding any agreed instalment payment dates.
- 7.3. The provision of any Hospitality Package is subject to your full payment of the Fees to us.
- 7.4. Payment of sums due under this Agreement shall be in the currency in force in England from time to time. Payment of sums due under this Agreement shall be in the currency in force in England from time to time.
- 7.5. For Seasonal Hospitality only where we allow for payment by 6 equal instalments, and you fail to pay any of the Fees due under this Agreement, we may:
- 7.5.1. suspend our provision of a Hospitality Package and your (and your Guests) right to occupy the Licensed Areas until all such outstanding sums are paid;
- 7.5.2. charge interest on the outstanding amount at rate of 4% above HSBC Bank plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; and/or
- 7.5.3. recover from you any costs and expenses (including legal and debt collection fees) incurred by us in obtaining such outstanding sums.
- 7.6. If following us notifying you of any non-payment of Fees by you, such payment remains outstanding for a further 14 day period, we may terminate this Agreement without liability with immediate effect.
- 7.7. No refund will be paid in respect of the remainder of the Season if we terminate this Agreement in accordance with Clause 7.6 or if an Included Match takes place during any period where our obligations and your rights are suspended in in accordance with Clause 7.5.1.
- 7.8. Hospitality Tickets will not be released until we are in receipt of cleared full payment or agreed part payment as set out on the Booking Form.
- 7.9. Where you wish to purchase additional Hospitality Tickets (including for Excluded Matches)—additional fees shall be payable by you for your receipt of such Hospitality Tickets prior to such Match taking place.
- 7.10. Where credit account facilities have been provided by us, we reserve the right to, at any time, review such facilities. We reserve the right at any time to suspend or cancel the provision of a Hospitality Package to you should you be in arrears with any payments due to us. On withdrawal of any credit account or suspension or cancellation of your Hospitality Package, all amounts outstanding (whether or not due) shall immediately become due and payable to us.

## 8. HOSPITALITY

- 8.1. No-one shall be admitted to the Licensed Areas (or any part of the Stadium) without a valid Hospitality Ticket. Admission will be refused to any person who attempts to use a ticket or pass which has been cancelled or withdrawn or attempted to be used on more than one occasion at the same Match. Any behaviour of this type by any Guest will be considered to be a breach of these Terms.
- 8.2. You must inform us of any special dietary requirements of you or your Guests at least 10 days prior to the date of the relevant Included Match. We will use reasonable endeavours to meet reasonable requests made on the day of Included Match.
- 8.3. In addition, we reserve the right (without liability) to refuse access to the Licensed Areas to anyone whose behaviour (whether current or past) is in breach of the Terms and Conditions of Entry or in our reasonable opinion is not of the standard expected for persons attending our hospitality suites.
- 8.4. We may, at any time, replace the rights/benefits attributed to the Hospitality Package purchased by you (such as the location of the Hospitality Box, Hospitality Restaurant/Lounge or Hospitality Seat(s)) with alternative rights/benefits provided that such alternative rights/benefits are of an equal commensurate value to the rights/benefits being replaced.

## 9. DRESS CODE AND SECURITY

- 9.1. A smart casual dress code must be followed by you and all Guests using a Hospitality Ticket (including children) and tracksuits and denims with rips, tears or bleaching are strictly not permitted. However, smart denims, trainers and replica home and away rugby shirts shall be permitted.
- 9.2. It is your responsibility to inform your Guests of the relevant dress codes required under this Agreement.
- 9.3. We reserve the right (without liability) to refuse access to the Licensed Areas to anyone who does not follow the relevant dress code.
- 9.4. For security reasons, bags which are larger than a standard handbag are not permitted in any part of the Licensed Areas.
- 9.5. For security purposes, we reserve the right to search you and your Guests (including any bags brought onto the premises) on entry to the Stadium or any part of the Licensed Areas or at any time during which you are making use of the Licensed Areas. Failure to submit to a search when requested may result in us refusing permission for you and/or your Guest to continue to occupy the Licensed Areas and in which case, no refund shall be given.

## 10. CAR PARKING

- 10.1. Unless otherwise stated on your Booking Form, your Hospitality Package does not include car parking. Where car parking is included:
- 10.1.1. it is offered at 1 place per 5 people and additional spaces may be available to purchase; and
- 10.1.2. no vehicle shall be permitted to the Stadium without a valid car parking pass, issued by us from time to time.
- 10.2. Under no circumstances are hospitality car park permits to be passed on, loaned or sold (breach of this term may result in car parking access and / or a Hospitality Package being terminated).

## 11. PERSONAL DATA, PHOTOGRAPHY AND CCTV

- 11.1. We agree to comply with the requirement of any applicable data protection legislation and agree to process your (and your Guests') personal data in accordance with our [privacy policy](#).
- 11.2. Photographers will be present during the Licensed Areas (and the Stadium) and some crowd photographs may be taken and used by us for media and marketing purposes. By attending a Match you hereby agree to your image being used in this way. You further undertake to obtain the agreement of your Guests to such use (and by permitting any Guests to utilise a Hospitality Ticket, you warrant that you have obtained those Guests' agreement). If you have any concerns or would like to discuss this further, please contact us. We own such images and footage and shall be entitled to use or permit its commercial partners to use the same for media and/or marketing purposes.

11.3. CCTV may be employed and operated within the Stadium for the control, safety and security of spectators and those attending the Stadium. Any CCTV footage may be used (including sharing with any relevant third parties, including the police) where necessary for the purposes of crowd control, safety and security operations, including to assist with the enforcement of the law.

## 12. TERM, RESCHEDULED MATCHES, REFUNDS & TERMINATION

12.1. This Agreement shall commence on the date that both you and us have signed the Booking Form (the "**Commencement Date**") and, unless terminated earlier in accordance with the termination provisions under this Agreement, shall continue in full force and effect until it automatically terminates/expires:

12.1.1. In respect of Season Hospitality Packages, on the conclusion of the Fixture Time in respect of final Included Match of the applicable Season;

12.1.2. In respect of Banked Hospitality, on the earlier of the conclusion of the Fixture Time in respect of final Included Match of the applicable Season or your use of the total number of Hospitality Tickets allocated for your use under this Agreement; and

12.1.3. In respect of Match by Match Hospitality, on the conclusion of the Fixture Time in respect of the final (or only) Included Match to which the Hospitality Package relates.

12.2. No guarantees can be given by us that a Match will take place at a particular time or on a particular date. We reserve the right to reschedule any Match without notice and without any liability whatsoever and each relevant Hospitality Ticket will allow for attendance at any such re-arranged Match.

12.3. You shall, at any time, be entitled to terminate this Agreement with immediate effect by providing written notice to us, however, unless allowed under in any applicable law, once we have entered into this Agreement to provide a Hospitality Package (or additional Hospitality Tickets in accordance with Clause 7.8), you shall not be entitled to obtain a refund in the event that you wish to terminate this Agreement. We shall be entitled to seek payment in full for the Hospitality Package and no refund shall be granted in respect of unused Hospitality Package. The cancellation rights granted to consumers pursuant to The Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013 do not apply to hospitality purchases.

12.4. In the event that you wish to, in respect of a Banked Hospitality or Match by Match Hospitality, amend the Hospitality Package so that Hospitality Tickets are provided to a different Match or to alter the allocation of Hospitality Tickets provided to a particular Included Match (for Banked Hospitality only), you must make such a request in writing and we may, at our absolute discretion, accommodate such request. In the event that we are unable to do so, we shall notify you and no such amendment to the Hospitality Package or Hospitality Tickets allocation (for Banked Hospitality only) shall be made. You acknowledge that no request shall be granted where you wish to amend the relevant Included Match from a non-Gold Match to a Gold Match, including where such a request relates to altering your allocation of Hospitality Tickets in respect of your Banked Hospitality package.

12.5. We shall be entitled to terminate this Agreement by written notice to you at any time prior to the start of the Fixture Time in relation to the first (or only) Included Match. In the event that we exercise this right, we shall refund to you all Fees that we have received from you in connection with the Hospitality Package.

12.6. Without prejudice to any other rights or remedies, we shall be entitled to terminate this Agreement and all associated benefits (and/or any other hospitality in your name) in the event that you (or any of your Guests):

12.6.1. harass, threaten, breach the privacy of, or otherwise behave inappropriately (in our opinion) to any member of Club staff or any other person; or

12.6.2. otherwise misuse the Hospitality Package or any of the Licensed Areas.

12.7. Either party may immediately terminate this Agreement by written notice to the other party if the other party:

12.7.1. is in material breach of any of its obligations under this Agreement and, where such material breach is capable of remedy, the other Party fails to remedy such breach within a period of 30 days of being notified of such breach by the party; and/or

12.7.2. gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order, or the other party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

12.8. Termination of this Agreement is without prejudice to any of our or your rights which already accrued prior to termination of this Agreement.

12.9. In the event that we terminate this Agreement or suspend the Hospitality Package (or any Hospitality Ticket issued to you) pursuant to Clauses 12.6 or 12.7, no refund will be paid by us in respect of any unused Hospitality Package or Hospitality Tickets.

12.10. On termination of this Agreement for any reason:

12.10.1. you shall cease to have access to the Licensed Areas with immediate effect; and

12.10.2. you shall pay to us all amounts owing to us under this Agreement, whether invoiced or not.

12.11. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

## 13. LIABILITY

13.1. We accept no liability for Hospitality Package applications, Hospitality Tickets, Tickets, permits or passes which are lost in the post, mislaid or destroyed.

13.2. Duplicate Tickets may (at our sole discretion) be supplied, upon receipt of a written explanation of the circumstances surrounding the loss and/or damage. We reserve the right to charge an administration fee to produce replacement Tickets.

13.3. Other than as stated in Clause 13.6.1, we do not accept liability for any of your or your Guests' articles or possessions brought to or left in or at the Stadium.

13.4. We reserve the right to charge you for the cost of any repairs, cleaning, maintenance and/or replacement of any property or facilities at the Stadium resulting from any act or omission of you or a Guest.

13.5. Nothing in this Agreement shall limit our liability for any liability which may not be excluded or limited as a matter of English law.

13.6. Subject to Clause 13.5:-

13.6.1. our liability for damage to, or loss of, any of your goods or property or that of your Guests which are brought into the Stadium and which is caused by our negligence up to a maximum liability of £1,000 in respect of any single event or series of connected events;

13.6.2. we shall not be liable for any other indirect or consequential losses, claims, demands, actions, proceedings, damages, costs, expenses or other liabilities which you or any of your Guests may incur or suffer; and

13.6.3. and Clause 13.6.1, our total liability to you under this Agreement shall be limited to the Fees paid by you to us under this Agreement.

13.7. We expressly exclude all liability resulting from:

- 13.7.1. any failure or delay by us in carrying out our obligations under this Agreement which is caused by Force Majeure (as defined in Clause 13.8);
- 13.7.2. the alteration of the dates and times of Matches;
- 13.7.3. the abandonment, postponement or cancellation of Matches or Matches being played behind closed doors or with limited/restricted attendance.
- 13.8. If our obligations under this Agreement should be prevented or cancelled for reasons beyond our reasonable control (including (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) 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; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors and (ix) interruption or failure of utility service)("Force Majeure") this shall not constitute a breach of this Agreement and we shall not be liable to you nor to any third party for any loss or damage (including consequential or indirect losses) arising as a result of the applicable Force Majeure event.

#### 14. COVID-19 SUPPLEMENTAL TERMS AND CONDITIONS

- 14.1. These supplemental terms and conditions ("**Supplemental Terms**") are issued to deal with the specific circumstances arising from the COVID-19 pandemic (and any similar circumstances) and its impact on attendance at live sports events and therefore apply in addition to the Terms. In the event of any conflict between these Supplemental Terms and Terms, these Supplemental Terms shall prevail. Unless otherwise indicated, defined terms in these Supplemental Terms shall have the meaning given to them in the Terms. We expressly reserve our right to amend these Supplemental Terms as we determine, in order to retain the appropriate flexibility to ensure an appropriate and fair approach in respect of the circumstances arising from the COVID-19 pandemic.
- 14.2. COVID-19 presents unique and challenging circumstances, as such it may not always be possible to reserve specific seats. Hospitality Seats may be assigned on a match by match basis in accordance with any relevant restrictions or social distancing rules on the date of the Match.
- 14.3. We shall determine the applicable capacity of the Stadium for each Match in our absolute discretion and shall have no liability to you in respect of the same. The foregoing includes us determining (including where this is required by the applicable authorities from time to time) that Matches must be played behind closed doors, with no spectator access.
- 14.4. For Matches played with the Stadium at full capacity, you shall be entitled to access the Stadium for each Match as would ordinarily be the case. For the purposes of these Supplemental Terms, the term "**full capacity**" means that we have sufficient available capacity in the Stadium in order for all spectators to attend the applicable Match(es), even if the Stadium is not operating at its maximum overall capacity for those Match(es). For example, if government regulations and/or safety requirements allow the Stadium to be operated at a sufficiently high percentage of its maximum capacity such that all spectators can attend, but restrictions remain in place which do not allow all other typical categories of spectator to attend (e.g. away fans and/or spectators who attend on a match-by-match basis), the Stadium will nonetheless be considered to be operating at full capacity for the purposes of these Supplemental Terms.
- 14.5. For Matches played behind closed doors, you will have no right to access the Stadium.
- 14.6. For Matches played with the Stadium at limited capacity, we may (at our discretion) operate a ballot process (to be determined by us at its discretion depending on the restrictions and capacity limits implemented) to allocate a proportion of the available capacity to spectators. Such ballot process shall (subject to our right to amend the

same as it determines appropriate) be notified at the time any such ballot is required. We shall communicate the ballot application process to spectators. A separate ballot shall be held for each Match.

- 14.7. Each ticket will be strictly non-transferable and will include the name of the spectator to whom such ticket has been issued.
- 14.8. Guests are requested to bring photo ID to each Match they attend when the Stadium is operating at reduced capacity, as spot checks will be in place. We reserve the right to reject entry to and/or eject any attendee who cannot satisfy us that they are the named Guest.
- 14.9. All Guests are required to comply with applicable laws/regulations, government guidance and our directions (including our COVID-19 Code of Conduct) in connection with their attendance at the Stadium. This shall include a strict requirement that Guests do not attend the Stadium in the event that they are required to self-isolate (and no refunds shall be due in such circumstances, unless we determine otherwise in its absolute discretion).
- 14.10. Our COVID-19 Code of Conduct is binding upon the Guests and will be communicated to the Guests and displayed at the Stadium and shall, in our absolute discretion, be subject to updates from time to time.
- 14.11. In the event any Match is postponed, rescheduled and/or rearranged to a different date, Guests will be entitled to attend the rearranged fixture at no additional charge.
- 14.12. In the event any Match is required to be held behind closed doors, Guests cannot attend. We may at our absolute discretion offer Guests the right to access a live stream of the Match (either at the advertised price, a discounted rate, cost value or free of charge). In such circumstances purchasers may be entitled to:
- 14.12.1. Credit for any such Match to be used on future purchases on a pro rata basis (subject to deduction of any benefit offered and accepted by the Guest such as, by way of example only, any discounted or free of charge live stream made available to the Guests). Purchasers who wish to donate this credit back to us are welcome to do so; or
- 14.12.2. A pro rata refund in respect of such Match (to be processed in accordance with the terms of any refund policy published by us at the time of the requirement for the Match to be held behind closed doors).
- 14.13. In the unlikely event any Match is cancelled and not rearranged, Purchasers may be entitled to:
- 14.13.1. Credit for any such Match to be used on future purchases on a pro rata basis. Purchasers who wish to donate this credit back to us are welcome to do so; or
- 14.13.2. A pro rata refund in respect of such Match (to be processed in accordance with the terms of any refund policy published by us at the time of confirmation of the cancellation (and non-rearrangement) of the Match)).

#### 15. GENERAL

- 15.1. These Terms shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.
- 15.2. We reserve the right to change the terms of this Agreement from time to time and shall notify such changes to you if they materially affect any of your rights. If you wish to vary any of the terms of this Agreement, any such variation shall only be effective if the details of such are submitted to us by you in writing and we agree to such variation in writing.
- 15.3. You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of its obligations under it, without our prior written consent.
- 15.4. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall

apply with the minimum modification necessary to make it legal, valid and enforceable.

- 15.5. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Agreement 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.

**Section B: This section only applies to Banked Hospitality**

**16. ADDITIONAL OBLIGATIONS FOR BANKED HOSPITALITY**

Where your Hospitality Package is Banked Hospitality, you also agree and acknowledge that:

- 16.1. If any of your allocated number of Hospitality Tickets have not been used during the Season to which they relate, such Hospitality Tickets are not refundable nor transferable to any future Matches or Seasons and they are valid only for the Season in which they were intended to be used;
- 16.2. If you have elected for a number of your allocated Hospitality Tickets to be used at a particular Match, save for in accordance with Clause 12.4, such Hospitality Tickets shall be allocated to that particular Included Match and cannot be transferred to any future Match under any circumstances including non-attendance by Guests at the Included Match;
- 16.3. A maximum of 10 Hospitality Tickets may be used in respect of each Gold Match. By way of example, if you purchase 15 Hospitality Tickets under a Hospitality Package, you may only elect for 10 of those Hospitality Tickets to be used at one particular Gold Match, and so if you chose to do this then the remaining 5 Hospitality Tickets may only be used at other Matches; and
- 16.4. For Matches between September and December during the Season, you must elect the Matches at which the Hospitality Tickets shall be allocated to by 31<sup>st</sup> August. For Matches between January and May during the Season, you must elect the Matches at which the Hospitality Tickets shall be allocated to by 31<sup>st</sup> December. Any allocation requests made after this time cannot be guaranteed and are made at our absolute discretion.

**Section C: This section only applies if Booking Form stipulates that the Hospitality Package includes access to a Hospitality Box**

**17. ADDITIONAL OBLIGATIONS FOR HOSPITALITY BOXES**

Where your Hospitality Package includes a Hospitality Box, you also agree, acknowledge and undertake:

- 17.1. not to exceed the Maximum Occupancy or invite any person to the Stadium or Licensed Areas in excess of such number; or
- 17.2. not to decorate or otherwise equip the Hospitality Box without our written permission (where such permission is granted, it shall be a condition of such permission and you agree and undertake to pay to us an agreed fee (plus VAT) for us to return the Hospitality Box to the original condition, or in the absence of such fee being agreed, the costs incurred by us to return the Hospitality Box to its original condition).