

MANCHESTER UNITED FOOTBALL CLUB MUSEUM & STADIUM TOUR TERMS AND CONDITIONS

1 Definitions and interpretations

In these Conditions the following terms have the following meanings:

“**Booking**” means the reservation and purchase of ticket(s) to the Museum and/or Stadium Tour;

“**Club**” means Manchester United Football Club Limited;

“**Conditions**” means the terms and conditions applicable to: (i) each Booking; and (ii) enjoyment of the Museum and/or Stadium Tour; as set out in this document;

“**Contract**” means the binding agreement formed between each Ticket Holder and the Club pursuant to a Booking, incorporating these Conditions;

“**Group Booking**” means a Booking for more than 15 individuals;

“**Museum**” means the Manchester United museum located within the Stadium;

“**Stadium**” means the football stadium known as “Old Trafford”, and surrounding premises owned by the Club;

“**Stadium Tour**” means a guided tour of the Stadium, which includes admission to the Museum; and

“**Ticket Holder**” means any individual included in a Booking or Group Booking.

2 Basis of Contract

2.1 These Conditions shall apply to and be incorporated into the Contract and prevail over any other terms or conditions and any additional information received by the Ticket Holder in respect of the Museum and/or Stadium Tour.

2.2 The purchaser of a ticket for the Museum and/or Stadium Tour is required to agree to these Conditions at the point of purchase. Any individual purchasing a ticket for a third party shall be deemed to be acting with the consent of each Ticket Holder for whom they are making the purchase, including acting with the authority of each Ticket Holder to agree to these Conditions on their behalf.

3 Ticket Holder's rights and obligations

3.1 The Ticket Holder shall only be permitted to access areas of the Stadium that form part of the Museum and/or Stadium Tour and the Ticket Holder agrees not to access any other area of the Stadium.

3.2 The Ticket Holder hereby agrees:

3.2.1 not to carry out any activity whilst in the vicinity of the Stadium which is damaging, dangerous, offensive, noxious, illegal or immoral or which is or may become a nuisance to the Club or other visitors to the Stadium;

3.2.2 not to bring into the Museum and/or Stadium Tour any animals (with the exception of guide dogs) or any food, drink or litter; and

3.2.3 to comply with all instructions of any Museum and/or Stadium Tour official or other officer or employee of the Club.

3.3 No ticket for the Museum and/or Stadium Tour may be re-sold or transferred to any third party. Advertising tickets for the Museum and/or Stadium Tour for sale on the internet in any format is

prohibited. Any ticket which is re-sold without the express written consent of the Club shall be deemed void.

4 The Club's rights and obligations

4.1 The Club shall have the right to prevent access to or remove from the Museum and/or Stadium Tour:

4.1.1 any Ticket Holder acting in a way which in the opinion of the Club (in its absolute discretion) is unacceptable or reasonably likely to cause damage or injury to either the Ticket Holder or any other visitor (including drunken, harmful, offensive, threatening, disrespectful or violent behaviour);

4.1.2 any Ticket Holder who in the opinion of the Club or its security officers either unreasonably refuses to permit his person or possessions to be searched on entry or poses a security risk; or

4.1.3 any Ticket Holder who is breach of any of the Conditions;

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

4.2 Due to the operational needs of the Club in the undertaking of its business as a football club, the Club may be required to act on short notice (e.g. for health and safety reasons) and shall be entitled to:

4.2.1 repair, replace and modernise any part or parts of the Museum and/or Stadium Tour and from time to time take such other steps in relation to the Museum and/or Stadium Tour as the Club in its sole discretion considers to be necessary;

4.2.2 change the contents of the Museum and/or Stadium Tour without notice to the Ticket Holder where such change is required for operational purposes; and/or

4.2.3 close parts of the Museum and/or Stadium Tour without notice to the Ticket Holder for the purposes of performing 4.2.1 and 4.2.2;

without liability to the Ticket Holder by way of compensation, refund, re-admission or otherwise. As such the Club cannot guarantee that all advertised elements to the Museum and/or Stadium Tour will be available.

5 Ticket Holder's visit

5.1 All Ticket Holders under the age of 16 must be accompanied by a paying parent or guardian or other adult over the age of 16 years, which person shall accept full responsibility for the minors they accompany and provide adequate supervision at all times. The Club reserves the right to require confirmation of age as, in its sole discretion, it considers necessary.

5.2 The Ticket Holder should arrive no later than 30 minutes before the allocated start time for their Stadium Tour and should report to the ticket desk upon arrival. If the Ticket Holder fails to arrive by the allocated start time the Club cannot guarantee that an alternative day/time will be available. The Club shall make reasonable efforts to transfer the Ticket Holder's Booking or Group Booking to an alternative day/time but, whether or not this is done, the Club shall not be liable to the Ticket Holder for a refund or any other compensation.

5.3 Stadium Tours last for approximately 1 hour and therefore may not be suitable for very young children.

5.4 The Ticket Holder shall only be entitled to take photographs and/or video recordings in the Museum and/or during the Stadium Tour for bona fide private and non-commercial purposes.

- 5.5 The Ticket Holder shall be solely responsible for its personal property and the Club shall not be liable for loss of or damage to such personal possessions.

6 Suspension and/or termination by the Club

- 6.1 Due to the operational needs of the Club in the undertaking of its business as a football club, the Club may be required to act on short notice (i.e. when there is a late change of match days) and the Club shall have the right, at its sole discretion, to:

6.1.1 suspend or cancel the Stadium Tour; and/or

6.1.2 close the whole of the Museum;

where considered necessary by the Club, whether for operational reasons or otherwise. In such circumstances the Club shall endeavour to provide notice to the Ticket Holder (if reasonably possible and contact details are available) of such suspension, cancellation or closure and the Ticket Holder shall be entitled (at its own discretion) to accept an alternative date/time or to receive a refund. No further compensation shall be payable by the Club.

- 6.2 In the event that the Club provides the Ticket Holder with an alternative date/time for the Museum and/or Stadium Tour and this is accepted by the Ticket Holder, the Club's obligations to the Ticket Holder shall cease and it shall have no further liability.

- 6.3 In the event that the Club refunds the Ticket Holder's Booking, the Club's obligations to the Ticket Holder shall cease and it shall have no further liability to the Ticket Holder. For the avoidance of doubt, the refund referred to in this Condition 6.3 shall be the price paid by the purchaser (for and on behalf of the Ticket Holder) at the time of the Booking.

7 Cancellation by the Ticket Holder

- 7.1 The Ticket Holder shall have the right to cancel an advance Booking, where payment has been made, but it shall not be entitled to a refund. If the Ticket Holder requests an alternative date/time, the Club shall make reasonable efforts (subject to availability) to rearrange the Ticket Holder's Booking but shall not provide any guarantee to this effect or incur any liability to the Ticket Holder for its failure to do so.

- 7.2 If the Ticket Holder cancels a Group Booking, the Club shall be entitled to retain any deposit paid by (or on behalf of) the Ticket Holder at the time of the Group Booking, but the Ticket Holder shall not be required to pay the remaining balance. The Ticket Holder may request an alternative date/time for the Group Booking, subject to the terms of Condition 7.1, and shall be entitled to use the original deposit against that alternative date/time for a Group Booking.

8 Liability

- 8.1 The Ticket Holder shall be liable for all costs, losses and liabilities incurred by the Club as a result of any damage to the property of the Club caused by the Ticket Holder and/or any actions of the Ticket Holder, including (but not limited to) the damage and actions referred to in Conditions 3.2.1 and 4.1.1.

- 8.2 Subject to Condition 8.4, the Club's total aggregate liability to the Ticket Holder for any cause of action arising out of or in connection with the Contract (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the price paid by (or on behalf of) the Ticket Holder for the Museum and/or Stadium Tour.

- 8.3 Subject to Condition 8.4, the Club shall have no liability whatsoever for any indirect, special, consequential or exemplary loss or damage incurred by the Ticket Holder (including, but not limited to, any travel and accommodation costs) arising out of or in connection with the Booking or Group Booking or the suspension or cancellation of the Booking or Group Booking by the Club pursuant to Condition 6, whether or not the Club knew or should have known of the possibility of such loss or damage.

8.4 Nothing in the Contract shall limit or exclude the Club's liability for:

8.4.1 death or personal injury caused by its negligence; or

8.4.2 fraudulent misrepresentation.

9 Warranties and indemnities

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

9.2 The Ticket Holder shall indemnify the Club against (i.e. reimburse the Club for) all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Club (including in respect of any third party claim brought against the Club) and arising out of or in connection with any actions of, or damage caused by, the Ticket Holder.

10 General

10.1 The Club shall have no liability to the Ticket Holder under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.

10.2 No variation of the Contract or the Conditions shall be valid unless it is in writing and signed by or on behalf of both the Club and the Ticket Holder.

10.3 These Conditions together with (as appropriate): (i) any associated online application form/process; and (ii) the scripted information read out to callers to the call centre; or (iii) the information provided as part of the interactive voice recognition ticket purchase process; comprise the entire agreement between the Club and each Ticket Holder in relation to the Contract.

10.4 The Club and its group companies shall be entitled to enforce these Conditions against each Ticket Holder. The Club shall at any time be entitled to assign, transfer or novate the benefit and/or burden of (and any right or obligation of the Club under) these Conditions to any of its group companies.

10.5 Notwithstanding that any provision of the Contract may prove to be illegal or unenforceable, the remaining provisions of the Contract shall continue in full force and effect.

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