# Seasonal Hospitality Terms and Conditions 2012/13

## INTRODUCTION

**The Seasonal Hospitality Terms and Conditions 2012/13 apply to the purchase and use of Facilities by Ticket Holders.**

**Please read the terms and conditions carefully before concluding a contract to purchase Facilities. The terms and conditions are set out overleaf, however, we draw your attention to the following key terms:**

- **Facilities are located in areas of the stadium reserved for the Club's fans. The Club may eject from the stadium anyone who it does not consider is a fan and/or whose behaviour may create or increase potential crowd trouble.**

- **Facilities may be used by an Authorised Representative of the Ticket Holder. Otherwise, they may not be re-sold without the prior consent of the Club.**

- **The Club operates a strict dress code, with which all Ticket Holders and their Authorised Representatives are required to comply.**

- **You will not receive any refund if access to your Facilities is suspended or the contract for the Facilities is cancelled by the Club following a breach of any of these terms and conditions, save to the extent the Club resells those Facilities.**

- **Ticket Holders will be charged for damage caused during the use of their Facilities, save for reasonable wear and tear.**

- **No one under the age of 18 shall be permitted to enter the Facilities unless accompanied by an adult.**

- **The terms and conditions overleaf provide further details on each of these points.**

**Seasonal Hospitality Terms and Conditions – Season 2012/13**

**Definitions**

1. In these terms and conditions:

   "**Authorised Representative**" means a person authorised by a Ticket Holder to use that Ticket Holder's Facilities;

   "**Booking Form**" means the form for the purchase of the Facilities which sets out the details of the Facilities purchased and their cost;

   "**Club**" means Manchester United Football Club Limited;

   "**Entry Materials**" means the membership card and voucher booklet or electronic entry card relating to the Facilities which is provided to a Ticket Holder in order for such Ticket Holder to access their Facilities during the Season;

   "**Season**" means the football season (usually running from August to May inclusive);

   "**Facilities**" means a seat (or seats) and associated facilities at the Stadium as such seats and/or facilities are identified in the Booking Form;

   "**Stadium**" means the Club's ground at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA; and

   "**Ticket Holder**" means the registered holder of Facilties.

**Purchase of your Facilities**

2. The purchaser of the Facilities is required to agree to these terms and conditions at the point of purchase. Any individual purchasing Facilities for a third party shall be deemed to be acting with the consent of each Ticket Holder for whom they are making that purchase, including acting with the authority of each Ticket Holder to agree to these terms and conditions on their behalf.

3. The purchase of Facilities shall permit the Ticket Holder to attend all home matches played by the Club's first team in the Season at the Stadium in the Premier League, FA Cup, Football League Cup, UEFA Champions League and UEFA Europa League (excluding finals and any other matches played at the Stadium by the Club's first team), in each case only for the purpose of enjoying the Facilities and to watch the relevant matches.

4. For the avoidance of doubt, the purchase of Facilities only grants the Ticket Holder the right to use the Facilities for the matches referred to in Paragraph 3 and does not grant the Ticket Holder exclusive possession of the Facilities or create a tenancy of any kind.

5. The Ground Regulations issued from time to time by the Premier League and the Football League and which are part of the General Safety Certificate for the Stadium issued by Trafford MBC (copies of which are exhibited at the Stadium and which can also be obtained from the Club on request) shall form part of these terms and conditions. The issue of Entry Materials and subsequent access to the Stadium is subject to the rules and regulations of FIFA, UEFA, The FA, the Premier League and the Football League.

6. Once booked and/or purchased no Ticket Holder shall be entitled to cancel a contract for the purchase of Facilities or obtain any refund, and the Club shall be entitled to seek full payment in respect of all Facilities booked.

7. It is the responsibility of a Ticket Holder to check that the Entry Materials are complete when they arrive by post. If any items are missing from the Entry Materials, the Ticket Holder should contact the Club as soon as practicable.

**Use of your Facilities**

8. The Facilities are located in areas of the Stadium reserved for the exclusive use of the Club's supporters. The Club shall be entitled to immediately eject from the Stadium any person if the Club or the Club's officials consider that: (i) such person is not a supporter of the Club; and/or (ii) the presence or behaviour of such person may create and/or increase potential crowd disorder at the Stadium. Additionally, in both cases the use of the Facilities by such person shall be deemed a breach of these terms and conditions by the Ticket Holder and for the avoidance of doubt the provisions of paragraph 28 shall apply.

9. The Ticket Holder shall not be entitled to attend the Stadium and/or watch any match or event other than those expressly referred to (and not excluded) in paragraph 3. Ticket Holders may be offered priority booking (subject to availability and in the Club's discretion) for other matches or events at the Stadium, however the Club reserves the right to charge a Ticket Holder for seats and associated facilities at such other matches or events (which may not be the Ticket Holder's Facilities). The Club reserves the right to sell all tickets and facilities for matches or events other than those expressly referred to (and not excluded) in paragraph 3 to those persons and in a manner as it may in its discretion decide.

10. The dates and times of all of the Club's fixtures for the Season are subject to alteration. Reasonable endeavours shall be made by the Club to publicise any fixture change as far in advance as possible. No refunds will be given by the Club for any matches unattended. Where any match is cancelled, abandoned or postponed the Club shall have no liability whatsoever to Ticket Holders or their Authorised Representatives in respect of any such re-arranged fixtures except that, following any cancellation, abandonment or postponement of a home match, a Ticket Holder or their Authorised Representative shall be entitled to attend the rearranged match (if any).

11. Only one person (irrespective of age) per match will be admitted to the Stadium in respect of each seat connected to the Facilities and any Ticket Holder or Authorised Representative under the age of 18 must be accompanied by an adult in order to use the Facilities.

12. Admittance to the Stadium shall only be permitted upon the satisfactory production by a Ticket Holder or their Authorised Representative of the Entry Materials. For each match, in the case of Ticket Holders with a voucher book, a Club official will retain the relevant voucher contained in the Entry Materials or, in the case of Ticket Holders with an electronic entry card, the card contained in the Entry Materials (showing the Ticket Holder's membership number) must be placed against the turnstile reader, as directed by the Club official. Admission will be refused to any person who attempts to use Entry Materials on more than one occasion at the same match or which have been cancelled or suspended. For the avoidance of doubt, such acts shall be deemed a breach of these terms and conditions and the provisions of paragraph 28 shall apply.

13. No Ticket Holder or Authorised Representative will be permitted access to the Stadium unless they comply with the relevant dress code (as directed by the Club from time to time) which applies to their Facilities. Whether any Ticket Holder or Authorised Representative complies with the dress code shall be at the sole discretion and judgement of the Club.

14. Ticket Holders and Authorised Representatives are unable to re-enter the Stadium if they leave the Stadium at any time on a match day, save where otherwise permitted by the Club in its absolute discretion.

15. Smoking is not permitted in any part of the Stadium and the Club takes a serious view of any individual in breach of this policy. The Club reserves the right to eject from the Stadium any Ticket Holder or Authorised Representative smoking anywhere in the Stadium.

16. Ticket Holders and Authorised Representatives shall abide by the Sporting Events (Control of Alcohol etc) Act 1985 (as amended) and by all other instructions issued by the Club relating to the consumption of alcohol at the Stadium. If the Ticket Holder (or an Authorised Representative of the Ticket Holder) is convicted of an offence contrary to the Sporting Events (Control of Alcohol etc) Act 1985 (as amended) or fails to comply with any instructions issued by the Club relating to the consumption of alcohol at the Stadium (or the Club reasonably suspects that such an offence has been committed or that such instructions issued by the Club have not been complied with) it may immediately suspend access to and/or terminate the contract for the Facilities. In the event of such suspension or termination, no refund will be paid in respect of any matches missed or for the remainder of the Season save to the extent the Club is able to resell the Facilities (which if such resale was on a match by match basis, will be made at the end of the Season).

17. If a Ticket Holder loses or misplaces their Entry Materials, or has the same stolen, they should report this to the Club as soon as possible. If Entry Materials are stolen, the Police should also be contacted immediately by the Ticket Holder and the relevant crime number should be quoted in all correspondence with the Club. The Club may issue duplicate Entry Materials in its absolute discretion and on such terms and conditions as the Club directs. Unless otherwise directed by the Club, there shall be a fee charged to the Ticket Holder for the issue of any such duplicate. The level of such fee at the relevant time shall vary depending on the specific circumstances and the Ticket Holder shall be informed of the level of the fee prior to the issue of any such duplicate (which will not be posted out but must be collected from Ticketing & Membership Services). The current fees are as follows: to reissue lost Entry Materials £25.00; replacement of stolen Entry Materials £5.00 (subject to production of a crime reference number); issue of a replacement ticket on a matchday £5.00.

18. The Ticket Holder shall pay for any additional food and drink ordered by the Ticket Holder (or its Authorised Representative) (over and above the food and drink provided with the Facilities) and/or any additional goods or services (for example, merchandise or commemorative photographs) purchased by the Ticket Holder (and/or its Authorised Representative) on a match day. The Club may (in its discretion) either (i) require the Ticket Holder or an Authorised Representative to pay for such food, drink, goods or services on the day they are purchased; or (ii) provide the Ticket Holder or an Authorised Representative with an invoice (either on the match day or subsequent to it) for such additional food, drink, goods or services, which shall specify the timeframe within which any sums must be paid. If the Ticket Holder or an Authorised Representative fails to pay any sum due for such additional food, drink, goods or services either on the match day or (if applicable) within the timeframe specified by the Club in an invoice, the provisions of paragraph 28 shall apply.

19. The Club shall have the right to charge a Ticket Holder for the cost of any repairs, cleaning, maintenance and/or replacement of any facilities in the Stadium resulting from any act or omission of the Ticket Holder and/or any Authorised Representative, except as a result of reasonable wear and tear.

**Re-sale / transfer of Entry Materials**

20. Entry Materials are personal to Ticket Holders, are not transferable and shall not be transferred or resold under any circumstances, save: (i) where expressly permitted by the Club in its absolute discretion; (ii) via any ticket exchange system operated by or on behalf of the Club if that system becomes applicable to the Facilities; and (iii) that Entry Materials may be used by (but not sold to) Authorised Representatives in accordance with these terms and conditions. Each Ticket Holder shall ensure that each such Authorised Representative complies with these terms and conditions at all times and, in any event, the Ticket Holder shall be held responsible and shall be liable for any failure to comply with these terms and conditions by any Authorised Representative.

21. The unauthorised sale or disposal of football tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. If a Ticket Holder (or an Authorised Representative of a Ticket Holder) is convicted of a criminal offence related to the illegal sale of football tickets, or the Club reasonably suspects that they have committed such an offence, it may: (i) notify the Premier League, who in turn may notify the UK Football Policing Unit. Information that the Club may disclose includes contact details of the Ticket Holder and/or their Authorised Representative, information about the offence (or suspected offence) and about any other ticket purchases; and/or (ii) immediately suspend access to and/or terminate the contract for the Facilities and any additional tickets or facilities in the name of the Ticket Holder. In the event of such suspension or termination, no refund will be paid in respect of any matches missed or for the remainder of the Season save to the extent the Club is able to resell the Facilities (which if such resale was on a match by match basis, will be made at the end of the Season).

22. The Club shall not be obliged to transfer the contract for the Facilities to any third party. However, if a Ticket Holder wishes for a contract for Facilities held in his/her name to be transferred to another person, such Ticket Holder shall write to the Club and the Club shall consider such request. Where the Club, in its absolute discretion, consents to such a transfer, the Ticket Holder shall comply with the Club's reasonable instructions and directions to effect such transfer at his/her own cost.

23. Entry Materials will remain the property of the Club at all times and the Club reserves the right to require the immediate return of the Entry Materials at any time.

24. Without the Club's prior written permission, to be given or withheld in its absolute discretion, Ticket Holders and/or Authorised Representatives shall not use the Facilities as gifts or prizes in any competitions or other promotional activities of whatever nature, nor shall Ticket Holders and/or Authorised Representatives make any public statement, announcement or declaration or carry out or be associated with any promotional activity of whatever nature expressly or impliedly referring to a relationship between: (i) the Ticket Holder, any Authorised Representative or any third party associated with the Ticket Holder and/or any Authorised Representative; and (ii) the Club and/or Manchester United Limited and/or any Manchester United group company.

**Away matches**

25. The purchase of Facilities does not guarantee a ticket for any of the Club's away matches. Where a Ticket Holder obtains a ticket for any away match through the relevant application process conducted by the Club, that ticket shall be personal to the Ticket Holder, is not transferable and shall not be transferred or resold in any circumstances, save: (i) where expressly permitted by the Club in its absolute discretion; and (ii) that the relevant ticket may be used by (but not sold to) an Authorised Representative in accordance with the terms and conditions of the away club.

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26. All tickets for the Club's away matches (including semi finals and finals of cup competitions) are sold: (i) by the Club as agent on behalf of the away club (or, if applicable, the governing body or competition organiser); (ii) subject to the relevant terms and conditions of the away club (or, if applicable, the governing body or competition organiser) (and all issues relating to access to, crowd control and stewarding at the away club's stadium shall be the responsibility of the away club (or, if applicable, the governing body or competition organiser) and not the Club (and the Club shall have no liability to the Ticket Holder or any Authorised Representative); and (iii) subject to any additional terms and conditions imposed by the Club in respect of away match tickets. If, when attending such away matches, any Ticket Holder or Authorised Representative commits a breach of the terms and conditions and/or ground regulations of the relevant away club (or, if applicable, the governing body or competition organiser) and/or any additional terms and conditions imposed by the Club in respect of away match tickets, it shall be deemed to be a breach of these terms and conditions and for the avoidance of doubt the provisions of paragraph 28 shall apply.

**Car parking**

27. Certain hospitality facilities have a car parking space in one of the Club's designated car parks included as part of the facilities. In addition, further parking facilities are available to purchase. Where the Facilities include a car parking space or where additional spaces are purchased by a Ticket Holder, the terms of the Car Parking Terms and Conditions shall apply to the purchase and use of such car parking facilities. These are available at www.manutd.co.uk/termsofsale.

**Breach of these terms and conditions**

28. The Club reserves the right to:

    (a) suspend access to the Facilities (and/or any other tickets or hospitality facilities) held in the name of the Ticket Holder for a period of time;

    (b) immediately eject from the Stadium any Ticket Holder and/or Authorised Representative; and/or

    (c) terminate the contract between the Club and the Ticket Holder for the Facilities;

    if any of the following events occur:

    (i) a Ticket Holder, their Authorised Representative (or any individual in possession of the relevant Entry Materials) breaches any of these terms and conditions or otherwise misuses the Facilities or Entry Materials;

    (ii) the Ticket Holder is prohibited by law from attending any football ground (including the Stadium);

    (iii) any monies are due from a Ticket Holder or an Authorised Representative to the Club and/or Manchester United Limited and/or any Manchester United group company (including, without limitation, in respect of the provision of catering and associated facilities to the Ticket Holder); or

    (iv) the remittance tendered by a Ticket Holder or their Authorised Representative in payment of catering and associated facilities shall be dishonoured or in any other way refused (other than by the Club)

    If Facilities are suspended or the contract for Facilities is terminated, the Ticket Holder is not entitled to any refund except to the extent that the Club resells the Facilities. If the Club does resell the Facilities: (i) the level of refund shall be equal to the sums actually received by the Club from reselling the Facilities for the Season (provided that the Club shall be entitled to deduct from the refund any monies owed to it by the Ticket Holder and/or any Authorised Representative, including administrative and bank charges, and further provided that the refund shall not exceed the amount paid by the Ticket Holder for the Facilities); and (ii) if the Facilities are resold on a match by match basis, then the refund shall be made following the end of the Season.

29. The Ticket Holder shall indemnify the Club against any and all costs, expenses and/or losses of whatever nature, however incurred, suffered directly or indirectly by the Club as a result of any breach of these terms and conditions by the Ticket Holder and/or any Authorised Representative, or a failure by such persons or entities to pay any sums to the Club when due. Such costs and/or expenses shall include (without limitation): (i) any legal costs incurred by the Club or its professional advisors; and (ii) interest on sums due to the Club at a rate of 8% above the base rate of the Bank of England from time to time.

**General**

30. The name “Manchester United” and the Club crest are trade marks owned by the Club and in which the Club has built up a substantial amount of goodwill. Use of the name or Club crest by a Ticket Holder or Authorised Representative without the express written consent of the Club is strictly prohibited and for the avoidance of doubt paragraph 28 of these terms and conditions shall apply in the event of such unauthorised use. The Club reserves the right to take any action as it deems appropriate (including commencing legal proceedings) to protect its brand and image.

31. Nothing in these terms and conditions or any Entry Materials gives any guarantee that a Ticket Holder will be entitled to renew any contract for the purchase of Facilities or purchase any tickets or facilities at the Stadium in any subsequent season.

32. The Club may at any time in its reasonable discretion substitute a Ticket Holder’s usual Facilites with an alternative seat and/or facilities of equal (or greater) price.

33. Ticket Holders and Authorised Representatives shall not bring into (or use within) the Stadium any equipment which is capable of recording footage of a match, save in respect of mobile phones used only for the purpose of making telephone calls or sending messages or emails in text form.

34. The Club may from time to time create images and/or audio-visual video footage of Ticket Holders and Authorised Representatives attending the Stadium. The Club owns all rights in such images and footage and shall be entitled to use it for the purpose of: (i) promoting the Club and its commercial partners; and (ii) any other commercial activity; provided in each case that such use does not harm the reputation of the relevant individual whose image is used.

35. In the absence of negligence or other breach of duty by the Club or its servants or agents, a Ticket Holder and/or their Authorised Representative will be responsible for any loss, theft, injury or damage to any of their articles left or displayed in or at the Stadium.

36. The Club shall not have any liability to a Ticket Holder (and/or any Authorised Representative) for any failure to carry out or delay in carrying out any of the Club’s obligations under these terms and conditions, including admitting a Ticket Holder (and/or any Authorised Representative) to the Stadium for a particular match, caused by any circumstance outside its reasonable control.

37. The Club shall not have any liability to a Ticket Holder (and/or any Authorised Representative) for any late delivery or non-delivery of any Entry Materials, documents or other materials (including, tickets to away matches or finals of competitions in which the Club participates) resulting from the actions or omissions of any postal service provider.

**38. IF YOU CLAIM THAT THE CLUB HAS BEEN NEGLIGENT OR HAS BREACHED THESE TERMS AND CONDITIONS IN SOME WAY, THE CLUB SHALL ONLY BE LIABLE FOR ANY LOSS, DAMAGE, COST OR OTHER EXPENSE YOU INCUR, OR IN RESPECT OF DEATH OR PERSONAL INJURY SUFFERED, THAT IS A FORESEEABLE CONSEQUENCE OF THE CLAIMED NEGLIGENCE OR BREACH.**

39. The Club reserves the right to change these terms and conditions from time to time, and shall publicise such changes on its website.

40. These terms and conditions, together with: (i) the Booking Form; and (ii) (if relevant) the Code of Conduct for the Resale of Hospitality Facilities; comprise the entire agreement between the Club and a Ticket Holder in relation to the purchase and use of Facilities.

41. The Club and its group companies shall be entitled to enforce these terms and 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 terms and conditions to any of its group companies.

42. If any of these terms and conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, they shall, to that extent, be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by applicable laws.

43. The failure by the Club to exercise or a delay by the Club in exercising a right or remedy provided by these terms and conditions does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of these terms and conditions does not constitute a waiver of any other breach and shall not affect the other terms and conditions.

44. These terms and conditions shall be governed by and interpreted in accordance with English law and the parties shall be subject to the exclusive jurisdiction of the Courts of England and Wales.