

# Manchester United Football Club Sports Medicine Conference

## TERMS AND CONDITIONS

### 1. Interpretation/Definitions

1.1. In the Agreement, the following words shall have the following meanings:

“**Agreement**” means these terms and conditions together with: (i) the Booking Form; (ii) the Event Itinerary; and (iii) the Health and Safety Documentation;

“**Booking(s)**” means the booking provided by us giving you the right to attend the Event;

“**Booking Form**” means the completed form detailing your Booking of the Event which sets the details of the Event booked, including: (i) Event Venue; (ii) Event Date; (iii) Fee receipt; and (iv) e-ticket required for Event entry;

“**Event**” means the Manchester United Football Club Sports Medicine Conference;

“**Event Date**” means Friday 9<sup>th</sup> November 2018;

“**Event Itinerary**” means the itinerary document which sets out the practical and operational details of the Event to be held on the Event Date;

“**Event Venue**” means the Evolution Suite, Old Trafford stadium, Sir Matt Busby Way, Manchester M16 0RA;

“**Fee**” means the total sum payable to MU by you for attending the Event, as notified to you;

“**Finish Time**” means the time the Event is due to finish as set out in the Event Itinerary;

“**Force Majeure Event**” means any reason beyond the affected party’s control in each case only to the extent that such reason is beyond the control of that party;

“**Health and Safety Documentation**” means the document entitled ‘Your Passport to a Safe Event’ (attached to your Booking Form), together with the Event Food Health and Safety Procedures (if applicable) and the Manchester United Caterer Agreement (if applicable), and any additional health and safety documents communicated by MU to you prior to or on the date of the Event;

“**MU**” or “**us**” means Manchester United Football Club Limited (company number 00095489) whose registered office is at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA and “**our**” shall be construed accordingly;

“**Stadium**” means Manchester United’s Old Trafford Football Stadium located at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA

“**Start Time**” means the time at which the Event is due to begin as set out in the Event Itinerary; and

“**You**” or “**you**” means the person, company, firm or business making the Booking and “**your**” shall be construed accordingly.

1.2. Any phrase introduced by the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3. Reference to “days” means any (working or non-working) days unless specified to be otherwise.

- 1.4. Capitalised words in the Booking Form which are defined words in clause 1.1 of the Agreement shall, unless the context requires otherwise, be deemed to have the same meaning in the Booking Form as in the Agreement.

## **2. Application of the Agreement**

- 2.1. The Agreement shall govern all contracts and arrangements between you and us in respect of the Event.
- 2.2. No condition, warranty or similar provision of any document which you have provided or provide to us shall apply to us or the Agreement. The Agreement shall supersede any other terms previously notified to you and shall, to the maximum extent permitted by law, supersede any warranties or conditions (whether expressed or implied) relating to the Event and the Services.

## **3. Your Booking**

- 3.1. Once you have provided all information we require in the booking process, you have confirmed acceptance of these terms and conditions and paid the Fee (in full), MU will issue you with an e-ticket. The contract between MU and you in connection with your attendance at the Event will only be concluded when we have issued you with an e-ticket for the Event.
- 3.2. You are responsible for the accuracy of all information provided to us.
- 3.3. Making a Booking constitutes acceptance by you of this Agreement.
- 3.4. You will need present your e-ticket in order to gain access to the Event.
- 3.5. Bookings are taken on a first come first served basis are subject to availability.

## **4. Fee**

- 4.1. The Fee must be paid in full during the booking process. We will not accept payment of the Fee instalments.
- 4.2. The Fee includes: (i) attendance at all presentation sessions as detailed in the Event Itinerary; (ii) copies of all Event documentation as provided at the Event; (iii) an Event attendance certificate; (iv) food and beverage refreshments; and (v) a complimentary website link which will contain videos of all presentation sessions. This link can only be used by you to access videos of the presentation sessions and must not be shared with any third parties (including on social media).
- 4.3. Unless otherwise stated, the Fee is inclusive of value added tax.
- 4.4. All payments to us are required to be made in pounds sterling and we will not accept payments from a credit or debit card registered to an address outside the United Kingdom.
- 4.5. Your obligations under this clause 4 shall be performed without any right of you to invoke set-off, deductions, withholdings or other similar rights.

## **5. Cancellations and Amendments**

- 5.1. MU reserves the right to reschedule the Event or change the Event Venue. In such event, the Booking will remain in force and will be subject to the cancellation provisions in clause 5.2. Where the Event is re-scheduled or the Event Venue changed by us, we will use our reasonable endeavours to notify you using the details you provided to us. MU will not be liable for any losses you may suffer as a result of any re-scheduling of the Event or change of the Event Venue.
- 5.2. If the Event is cancelled by MU for any reason other than a Force Majeure Event, MU will notify you using the details you provided to and will issue you a full refund. The

liability of MU is limited to refunding the Fee and MU will not be liable for any other losses that you may suffer as a result of any cancellation of the Event. MU will make all reasonable efforts to avoid cancelling the Event.

- 5.3. MU reserves the right to make alterations to the Event Itinerary without liability to you.
- 5.4. You shall have the right to cancel your Booking up to 14 days before the Event Date where you will be entitled to receive a refund of the Fee minus a £15 handling charge. All cancellations must be confirmed to us in writing and should be sent to [medicalconference@manutd.co.uk](mailto:medicalconference@manutd.co.uk). Cancellations less than 14 days before the Event Date will not be entitled to any refund of the Fee.
- 5.5. If you fail to attend the Event for any reason, you will not be entitled to any refund of the Fee.

## **6. Resale and substitutions**

- 6.1. You may not re-sell a Booking without prior written consent from MU. Resales must be requested in writing no later than 14 days before the Event Date to [medicalconference@manutd.co.uk](mailto:medicalconference@manutd.co.uk).
- 6.2. You may nominate an alternative person to attend the Event in your at no extra charge provided that such substitution is requested in writing no later than 48 hours before the Event Date to [medicalconference@manutd.co.uk](mailto:medicalconference@manutd.co.uk).
- 6.3. Should substitution not be possible, full cancellation charges as set out in clause 5.4 above will apply.

## **7. Refreshments**

- 7.1. MU will procure the provision (by any third party or other entity appointed by MU, in its sole discretion) of refreshments for you at the Event.
- 7.2. Subject to clause 7.3, the only refreshments which may be consumed at the Event are those supplied by MU and you shall not bring any food, drink or other refreshments into the Event for consumption by you or any person or for any reason.
- 7.3. If you have any special dietary requirements, you should notify MU in advance by writing to [medicalconference@manutd.co.uk](mailto:medicalconference@manutd.co.uk) where you will agree with MU if you are entitled to bring your own refreshments to the Event.

## **8. Personal Property**

- 8.1. MU does not accept responsibility for any loss of, or damage to, or destruction of vehicles, or other property howsoever caused.
- 8.2. MU will not be responsible in any way for the loss of, or damage to, any of your property left in the Event Venue or any part of the Stadium. Notwithstanding the foregoing, MU will be entitled to dispose of any property left behind by you in the Event Venue.

## **9. Photography and Filming**

- 9.1. There may be a professional photographer and video production taking place during the Event. If you do not wish to be filmed or recorded you should advise MU by email to [medicalconference@manutd.co.uk](mailto:medicalconference@manutd.co.uk) no later than 48 hours prior to the Event.
- 9.2. You should note that you will usually be prohibited from taking photographs or filming, although consideration may be given to specific requests on merit and will require the express prior written consent of MU in writing to [medicalconference@manutd.co.uk](mailto:medicalconference@manutd.co.uk) at least 14 days prior to the Event.

## **10. Privacy Policy**

- 10.1. You hereby consent to MU holding and processing data relating to you for administrative and legal purposes. The personal data that you provide to MU shall be processed, stored and transferred in accordance with the terms of MU's privacy policy at [www.manutd.com//General-Footer-Section/Privacy-Policy](http://www.manutd.com//General-Footer-Section/Privacy-Policy).

## **11. Venue and Facilities**

- 11.1. You agree that any equipment or personal belongings brought to the Event Venue by you, your employees, sub-contractors, representatives, guests, invitees and other attendees at the Event are done so at the respective owners' risk and that we shall not accept or have any responsibility or liability in connection with loss of or damage to such equipment or personal belongings.
- 11.2. We shall consider in good faith any request by you to leave equipment at the Event Venue for later collection following the conclusion of your Event. Where we agree to such a request, the following provisions shall apply: (i) equipment left at the Event Venue following the conclusion of the Event will be retained at the respective owners' risk; and (ii) unless otherwise agreed in writing by us, any such equipment must be collected within 48 hours of the conclusion of the Event, failing which we may dispose of such equipment without notice to you and without accepting responsibility or liability for such disposal (and you agree to reimburse us in full in respect of any and all costs we incur in respect of such disposal).
- 11.3. We shall provide appropriate entrance personnel (if any) on Event Date. If any security personnel is required by you for or in connection with the Event, such personnel should be requested from us at least seven (7) days prior to the Event and we shall provide such personnel on an hourly cost basis, such costs being payable to us as Additional Charges.
- 11.4. You acknowledge that smoking is prohibited in and at the Event Venues. You shall not and shall ensure that your employees, sub-contractors, representatives, guests, invitees and other attendees at the Event do not bring any alcohol to the Event Venue for consumption, unless we have given you our prior written consent.
- 11.5. The Event Venue is limited to the venue specified in the Booking Form or as changed by us under clause 6.1, together with any car parking specified in the Booking Form and any ancillary areas permitted by us in our absolute discretion. Access to all other MU premises is prohibited.
- 11.6. We shall be entitled to have our employees, servants, agents and/or representatives enter any and all parts of the Event Venue at all times.
- 11.7. We shall be entitled to eject from the Event Venue you and/or your employees, sub-contractors, representatives, guests, invitees or other attendees at the Event where we reasonably consider that the same is in breach of any of the provisions of the Agreement.
- 11.8. You shall be entitled to use third party contractors at or in connection with the Event provided that: (i) you shall remain fully liable for the performance of all your obligations under the Agreement, and (ii) you shall ensure that each such contractor complies fully with the relevant terms of the Agreement as if party to the Agreement in place of you.
- 11.9. You acknowledge that we shall be entitled to use the services of third parties in providing the Services to you.
- 11.10. You shall not in any circumstances re-hire or purport to re-hire the Event Venue to any third party.

## **12. Damage and Indemnity**

- 12.1. Nothing in this Agreement shall operate so as to exclude or limit the liability of either party to the other:
- (i) for death or personal injury caused as a result of its negligence;
  - (ii) arising out of fraudulent misrepresentation or fraudulent concealment; or
  - (iii) for any other liability which cannot be excluded or limited by applicable law.
- 12.2. MU will not be liable to you for any indirect or consequential loss or damage whatsoever even if MU was aware of the possibility of such loss or damage to you.
- 12.3. Subject to clause 13.1, the total aggregate liability of MU to the you under or in relation to this Agreement, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence) and breach of statutory duty, shall not exceed the fees paid by you to MU pursuant to this Agreement.
- 12.4. You will be responsible for paying for any damage which you cause to property at the Stadium.
- 12.5. You agree to fully and effectively indemnify MU against any and all costs, charges, claims, expenses, demands and liabilities suffered or incurred by it as a result of: (i) any breach by you of this Agreement; and/or (ii) your participation in the Event.

### **13. Force Majeure**

- 13.1. Neither you nor we shall be in breach of the Agreement if performance of any of our respective obligations under the Agreement is prevented (in full or in part) or delayed as a result of a Force Majeure Event.

### **14. Health and Safety**

- 14.1. You agree to comply with the Health and Safety Documentation. We shall be entitled to update the Health and Safety Documentation from time to time, to take into account changes in applicable laws and you agree to be bound by the terms of any such updates and such revised versions of the Health and Safety Documentation.

### **15. Third Party Rights**

- 15.1. Except where expressly provided under the Agreement, a person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Agreement.

### **16. General**

- 16.1. You must comply with the instructions and directions given by staff, stewards and agents of MU and any applicable policies and procedures.
- 16.2. MU reserves the right to refuse access to, or remove you from the Event if you, in our reasonable opinion have, or is likely to affect the enjoyment of other attendees, and/or in our reasonable opinion appear to be acting under the influence of alcohol or drugs or if you use threatening, abusive or insulting words.
- 16.3. You must comply with all relevant statutes, safety announcements and Stadium regulations whilst attending the Event.
- 16.4. MU reserves the right to make changes to any of the terms set out in this Agreement. Such changes will be notified to you by being put on display at the Event and on MU's Event website.

- 16.5. Except as expressly provided in this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.
- 16.6. You shall not use any of MU's intellectual property or any materials which are sourced from, or in advance of, the Event and concern MU, on or in any promotional or other materials in connection with the Event or afterwards without first obtaining the prior written approval (including as to manner, form and context of such use) of MU, to be given or withheld in its absolute discretion.
- 16.7. No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right.
- 16.8. You acknowledge that MU may fulfil any of its obligations under the Agreement by procuring such fulfilment from another MU group company. Each MU group company may benefit from the rights granted to MU under these Terms and Conditions.
- 16.9. Save where expressly provided otherwise in the Agreement, you shall not without the prior consent in writing of MU (to be given or withheld in MU's absolute discretion) assign, novate, charge, sub-license and/or sub-contract: (i) the Agreement; (ii) the benefit and/or burden of the Agreement or any of its provisions; or (iii) any of your rights and/or obligations under the Agreement.
- 16.10. If any of the terms, conditions and/or provisions of the Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term(s), condition(s) and/or provision(s) shall, to that extent, be severed from the remaining terms, conditions and/or provisions which shall continue to be valid to the fullest extent permitted by applicable laws. With respect to the invalid term(s), condition(s) and/or provision(s), the parties shall agree in good faith an amendment to the same to make it valid and legal reflecting as much as possible the parties' original intent.
- 16.11. The terms in the Agreement constitute the entire agreement between MU and you and neither MU nor you shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Agreement which is not set out herein.

## **17. Confidentiality**

- 17.1. The terms of the Agreement are confidential before, during and after the Event and may not be disclosed to any third parties without the prior written approval of MU. You shall not disclose any confidential information relating to the business nor to future plans of MU at any time acquired during the existence of the Agreement save in so far as such information has come into the public domain through no fault of the recipient or its agents or employees, or its disclosure is required by law.

## **18. Governing Law and Jurisdiction**

- 18.1. The Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, and both parties submit to the exclusive jurisdiction of the Courts of England and Wales, save that we shall be entitled to commence and/or defend proceedings in any territory to protect its intellectual property rights in that territory.