

## Matchday Hospitality Terms and Conditions 2018/19

The Matchday Hospitality Terms and Conditions 2018/19 apply to the purchase and use of Matchday Hospitality Facilities by Ticket Holders.

Please read the terms and conditions and any additional information provided to you in respect of the Facilities 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 will be located in the relevant Stadium. To ensure the safety and enjoyment of visitors to the Stadium on a match day, the Club may refuse to admit to the Stadium or eject from the Stadium anyone who is visibly supporting the opposition team and/or whose behaviour may create and/or increase potential crowd disorder and/or result in a reaction from other ticket holders. Additionally, in both cases the use of Facilities by such person(s) shall be deemed a breach of these terms and conditions by the Ticket Holder.
- Facilities may not be re-sold without the prior written consent of the Club. Facilities may be used by Authorised Representatives of the Ticket Holder, but must not be sold to those Authorised Representatives or any other third party without the prior written consent of the Club. It is the responsibility of the Ticket Holder to ensure that any Authorised Representative who uses the Facilities is aware of and complies with these terms and conditions.
- The dates, times and venues of all of the Club's matches during the Season are subject to alteration.
- Ticket Holders should be aware that the venue for games is not fixed and whilst the Club expects that most games will be played at Leigh Sports Village, it may be that home games are played at other venues (for example, Altrincham Football Club or Old Trafford).
- Reasonable endeavours shall be made by the Club to publicise any change to the date, time and/or venue of a match as far in advance as possible. No refunds will be given by the Club for any Match unattended other than in the specific circumstances set out at paragraph 7 of these terms and conditions. In all other respects, where any match is cancelled, abandoned or postponed the Club shall have no liability whatsoever to Ticket Holders or any Authorised Representatives in respect of any such match except that, following any cancellation, abandonment or postponement of a home match, a Ticket Holder or any Authorised Representative shall be entitled to attend the rearranged match (if any).
- The Stadium may choose to operate a dress code, with which all Ticket Holders and any Authorised Representatives are required to comply with. As an example, Old Trafford operates a dress code which applies to the Facilities and a copy of which is available at [www.matchdayvip.manutd.com/en/Information.aspx](http://www.matchdayvip.manutd.com/en/Information.aspx) or on request. It is the responsibility of the Ticket Holder and/or any Authorised Representative to comply with the dress code applicable at the relevant Stadium hosting the Match.
- The Club reserves the right to: (i) refuse to admit to the Stadium; or (ii) eject from the Stadium; any Ticket Holder or any Authorised Representative (including, for example, where (1) the admission and/or presence of that Ticket Holder or Authorised Representative may cause a nuisance to other ticket holders and/or their guests; or (2) where the Club considers that the presence of such Ticket Holder or Authorised Representative may lead to damage, destruction or loss of property). Additionally, the behaviour by such person which results in the Club refusing him/her admission or ejecting him/her shall be deemed a breach of these terms and conditions by the Ticket Holder.
- In certain circumstances, the Club has the right to do any of the following: (i) eject any Ticket Holder and/or Authorised Representative from the Stadium (or refuse them entry to the Stadium); (ii) terminate the contract between the Club and the Ticket Holder for the Facilities; (iii) prevent a Ticket Holder and/or any Authorised Representative (either indefinitely or for a period of time) from attending any future match held at the Stadium; and/or (iv) provide relevant information to the police or other relevant authorities. The circumstances include: (i) the Ticket Holder or any Authorised Representative breaching these terms and conditions or otherwise misusing the Facilities or Entry Materials; (ii) Facilities being re-sold or offered for re-sale in contravention of legislation applicable to ticket touting; (iii) the Ticket Holder being prohibited by law from attending any football ground or being the subject of football related criminal or civil proceedings; and/or (iv) the Ticket Holder or any Authorised Representative failing to make any payments due to the Club. Please read paragraph 28 for full details.

- **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 contain further details on each of the above points.**

## Matchday Hospitality Terms and Conditions – Season 2018/19

### Definitions

1. In these terms and conditions:

“**Authorised Representative**” means a person authorised by a Ticket Holder to use that Ticket Holder’s Facilities for a specific Match pursuant to these terms and conditions;

“**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 Women’s Football Club Limited;

“**Entry Materials**” means the paper ticket(s) and/or other materials relating to the Facilities and provided to a Ticket Holder in order for such Ticket Holder to access the Facilities for the Match;

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

“**Match**” means the specific home match(es) during the Season for which a Ticket Holder has purchased the Facilities;

“**Reseller Code of Conduct**” means the code of conduct for the re-sale of hospitality facilities;

“**Season**” means the women’s football season (usually running from August to May);

“**Stadium**” means such venue which is notified to the Ticket Holder from time to time at which the Club plays home league and/or cup matches. It is anticipated that the majority of the Club’s home matches will be played at Leigh Sports Stadium, Sale Way, Leigh, WN7 4JY but the Club’s home matches may be played at other venues including, without limitation, the J. Davidson Stadium, Moss Lane, Hale, Altrincham, WA15 8AP and Old Trafford, Sir Matt Busby Way, Old Trafford, Manchester, M16 0RA; and

“**Ticket Holder**” means the registered holder of a ticket for use of the Facilities.

### 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 authority 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 the Facilities shall permit the Ticket Holder to use the Facilities for the purpose of viewing the relevant Match.
4. For the avoidance of doubt, the purchase of Facilities only grants the Ticket Holder the right to use the Facilities for the Match 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 Club, the Stadium, The FA and/or the Football League and which are part of the General Safety Certificate for the Stadium issued by the relevant local authority (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. Additionally, a breach of the Ground Regulations shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 28 shall apply. The issue of Entry Materials and subsequent access to the Stadium is subject to these terms and conditions and the rules and regulations of The FA and the Football League.

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

### **Dates and Times of Matches**

7. The dates, times and venue of all of the Club's matches during the relevant Season are subject to alteration. Although reasonable endeavours shall be made by the Club to publicise any change to the date, time and/or venue of a match as far in advance as possible, it is the responsibility of a Ticket Holder to check whether the date, time and/or venue of any Match has been changed. No refunds will be given by the Club for any Match unattended other than in the following specific circumstances:
  - (a) where a Ticket Holder has booked and/or purchased facilities for a Match prior to the first announcement of the date on which the relevant Match is due to be held then, following the first announcement of the date of the Match, the Ticket Holder shall be entitled to either: (i) cancel the booking or purchase of the Facilities for the relevant Match and obtain a refund of the price paid for the Facilities (which refund shall be calculated in accordance with Paragraph 9); or (ii) transfer the booking or purchase to an alternative Match to be held during the then current Season (subject to availability); provided that in each case the Ticket Holder informs the Club within 14 calendar days of the announcement of the date of the Match that it wishes to cancel the booking or purchase of the Facilities or transfer such booking or purchase to another Match;
  - (b) where a Ticket Holder has booked and/or purchased Facilities for a Match after the announcement of the date on which the relevant Match is due to be held and the date on which the Match is to be held is subsequently: (i) rearranged by more than two calendar days (for example, the Match is moved from a Saturday to the following Tuesday); and (ii) such change is as a result of either: (1) the Match being changed in order to be broadcast on live television; or (2) the Match being required to be changed in order to accommodate changes to the fixture list for the Season then, following the announcement of the rearranged date of the Match, the Ticket Holder shall be entitled to either: (a) cancel the booking or purchase for the Facilities and obtain a refund of the price paid for the Facilities (which refund shall be calculated in accordance with Paragraph 9); or (b) transfer the booking or purchase to an alternative Match to be held during the then current Season (subject to availability); provided that in each case the Ticket Holder informs the Club within 7 calendar days of the date on which the announcement of the change in the date of the Match was made; or
  - (c) where expressly agreed by the Club in its absolute discretion.
8. In all other respects, where any Match is cancelled, abandoned, postponed or re-arranged, the Club shall have no liability whatsoever to any Ticket Holder or any Authorised Representative in respect of any such Match except that, following any cancellation, abandonment, postponement or re-arrangement of the Match, a Ticket Holder or any Authorised Representative shall be entitled to attend the rearranged Match (if any). Examples of where this Clause 8 would apply include (without limitation): (i) where a Match is postponed or abandoned due to adverse weather conditions; (ii) where a Match is cancelled as a result of damage to the Stadium which means that the Match cannot take place on the scheduled Match Date (for example, a fire which renders all or part of the Stadium unusable).
9. Where a Ticket Holder is expressly entitled to receive a refund for any Match, and requests such refund, in accordance with Paragraph 7, the Ticket Holder shall be entitled to a full refund of the price which the Ticket Holder has paid for such Facilities.

## Use of your Facilities

10. Facilities will be located in the Stadium (and will be identified on the Booking Form). Accordingly, in order to ensure the safety of other visitors to the Stadium on a match day, the Club shall be entitled to refuse to admit to the Stadium or immediately eject from the Stadium any person if the Club or the Club's officials consider that: (i) such person is visibly supporting the opposition team; and/or (ii) the presence or behaviour of such person may: (1) create and/or increase potential crowd disorder at the Stadium; and/or (2) result in a reaction from other ticket holders. 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.
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. The Club reserves the right (in its reasonable discretion) to: (i) refuse to admit to the Stadium; or (ii) eject from the Stadium; any Ticket Holder or any Authorised Representative (including, for example, where: (1) the admission and/or presence of that Ticket Holder or Authorised Representative may cause a nuisance to other ticket holders and/or their guests; or (2) where the Club considers that the presence of such Ticket Holder or Authorised Representative may lead to damage, destruction or loss of property). Additionally, the behaviour by such person which results in the Club refusing him/her admission or ejecting him/her 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.
13. Admittance to the Stadium shall only be permitted upon the satisfactory production by a Ticket Holder or any Authorised Representative of the Entry Materials. For each Match, a Club official will retain a portion of the paper ticket(s) or voucher(s) contained in the Entry Materials. Admission will be refused to any person who attempts to: (i) use Entry Materials which have been cancelled or suspended or for which the contract has been terminated; or (ii) use the same Entry Materials on more than one occasion at the same Match. Such acts shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 28 shall apply.
14. If a dress code is in force at the Stadium at the time of the Match, no Ticket Holder or Authorised Representative will be permitted access to the Stadium unless they comply with the relevant dress code which applies to the use of 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. It is the responsibility of the Ticket Holder and/or any Authorised Representative to comply with the dress code in force at the Stadium at the time of the applicable Match. A copy of the dress code which applies to the Facilities (if applicable) will be available on request.
15. Ticket Holders and Authorised Representatives are not permitted 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.
16. From time to time the Club may charge a booking or administration fee when processing payments made by a Ticket Holder using payment cards (usually in the form of a percentage of the overall transaction value). Where any such booking or administration fee is charged the Ticket Holder will be informed of the fact that the charge is being levied and the amount of the charge prior to such charge being incurred.
17. 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 in any part of the Stadium. For the avoidance of doubt, the foregoing includes smoking of imitation cigarettes, personal vaporizers and/or any other form of electronic or e-cigarette.

18. The Club shall have no liability to a Ticket Holder (or any Authorised Representative) for: (i) any interruptions and/or restrictions to the view of any Match; and/or (ii) any impact on the Ticket Holder's (or Authorised Representative's) enjoyment of any Match; in each case which is caused by either: (1) the position of the Ticket Holder's allocated seat; and/or (2) other ticket holders in the Stadium.
19. Ticket Holders and Authorised Representatives shall abide by all instructions issued by the Club relating to the consumption of alcohol at the Stadium. If: (i) the Ticket Holder (or an Authorised Representative) fails to comply with any instructions issued by the Club relating to the consumption of alcohol at the Stadium; or (ii) the Club reasonably suspects that such instructions issued by the Club have not been complied with; then this shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the provisions of paragraph 28 shall apply. For the avoidance of doubt, the Club shall also be entitled to refuse to serve alcohol to any Ticket Holder and/or any Authorised Representative in its absolute discretion.
20. If a Ticket Holder loses or misplaces any of their Entry Materials, or has the same stolen, they should report this to the Club as soon as possible. If any 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.
21. The issue of replacement Entry Materials by the Club to the Ticket Holder shall be at the Club's discretion and shall be subject to any conditions that the Club reasonably imposes.
22. The Ticket Holder shall pay for any additional food and drink ordered by the Ticket Holder (or any Authorised Representative) (over and above any food and drink specifically provided as part of the Facilities) and/or any additional goods or services (for example merchandise or commemorative photographs) purchased by the Ticket Holder (and/or any Authorised Representative) on the Match day on which they are purchased. For the avoidance of doubt, any food and drink which is provided to a Ticket Holder (or any Authorised Representative) either in addition to or as part of the Facilities must be consumed within the Stadium.
23. The Club shall have the right to charge a Ticket Holder for the actual 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. If the Ticket Holder fails to pay any charges due within the timeframe specified by the Club in an invoice (usually 14 days from the date of invoice), then this shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the provisions of paragraph 28 shall apply.

#### **Re-sale / transfer of Facilities**

24. Facilities are personal to Ticket Holders, are not transferable and shall not be transferred or re-sold under any circumstances, except: (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 is available and/or becomes applicable to the Facilities); and (iii) that Facilities may be used by (but not sold to) Authorised Representatives in accordance with these terms and conditions. Each Ticket Holder shall: (i) ensure that each such Authorised Representative complies with these terms and conditions at all times; (ii) in any event, be held responsible and shall be liable, in any event, for any failure to comply with these terms and conditions by any Authorised Representative; and (iii) at the request of the Club, provide the Club with the name and contact details of any Authorised User.
25. 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: (i) a Ticket Holder (or an Authorised Representative) is convicted of a criminal offence related to the illegal sale of any football ticket(s); (ii) the Club reasonably suspects that a Ticket Holder (or an Authorised Representative) may have committed such an offence; or (iii) the Club reasonably suspects that a Ticket Holder (or an Authorised Representative) may have offered any football ticket(s) for re-sale

without authorisation, then: (1) the Club may make any such enquires (including enquiries to the Ticket Holder and/or any Authorised Representative) as the Club considers necessary in its absolute discretion in connection therewith; (2) the Club may provide any relevant information to any party listed at paragraph 28(d) (information that the Club may disclose includes contact details of the Ticket Holder and/or any Authorised Representative, information about the offence (or suspected offence) and about any other ticket purchases); and/or (3) it shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the terms of paragraph 28 shall apply.

26. 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. If the Ticket Holder fails to return the Entry Materials when required, it shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the terms of paragraph 28 shall apply.
27. 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 or make the Facilities available 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 any Manchester United group company.

#### **Application of Sanctions**

28. Without prejudice to any other rights or remedies that the Club may have, the Club reserves the right to:
  - (a) immediately eject from the Stadium any Ticket Holder and/or Authorised Representative (or refuse them entry to the Stadium);
  - (b) terminate the contract between the Club and the Ticket Holder for the Facilities;
  - (c) prevent a Ticket Holder and/or any Authorised Representative (either indefinitely or for a period of time) from attending any future match held at the Stadium; and/or
  - (d) provide the police, other relevant authorities, the FA (or, if applicable, the relevant governing body or competition organiser), other football clubs and/or event holders (who in turn may notify the police, other relevant authorities, the FA (or, if applicable, the relevant governing body or competition organiser), other football clubs and/or event holders) with any relevant information;

in any of the following circumstances:

- (i) a Ticket Holder, any Authorised Representative or any individual in possession of any relevant Entry Materials: (1) breaches any of these terms and conditions or the terms and conditions of any other contract which the Ticket Holder has with the Club; or (2) otherwise misuses the Facilities or Entry Materials or any other facilities held in the name of the Ticket Holder at the Stadium;
- (ii) the Club reasonably suspects that entry into the Stadium by a Ticket Holder or an Authorised Representative will result in a breach of these terms and conditions;
- (iii) the Club reasonably suspects that any Facilities have been re-sold or offered for re-sale in contravention of section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006 or, any other applicable law (and for the avoidance of doubt, this circumstance shall apply irrespective of whether or not the Ticket Holder is aware that the Facilities have been re-sold or offered for re-sale);

- (iv) the Ticket Holder is prohibited by law from attending any football ground (including the Stadium) or is the subject of football related criminal or civil proceedings;
- (v) any monies are due from a Ticket Holder or an Authorised Representative to the Club 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 an Authorised Representative and whether in respect of the Facilities, any other facilities in the name of the Ticket Holder at the Stadium or otherwise); or
- (vi) the remittance tendered by a Ticket Holder or any Authorised Representative shall be dishonoured or in any other way refused (other than by the Club) (including, without limitation, any remittance tendered in respect of the provision of catering and associated facilities to the Ticket Holder or an Authorised Representative and whether in respect of the Facilities, any other facilities in the name of the Ticket Holder at the Stadium or otherwise).

Please refer to the Official Club Sanctions document which is available at [www.manutd.com/clubsanctions](http://www.manutd.com/clubsanctions) and which provides a guide to the sanctions that the Club may impose in the circumstances set out in this paragraph 28.

- 29. If the contract for Facilities is terminated, the Ticket Holder may make a written request for a refund after the end of the relevant Season. A refund will only be payable for any match(es) for which the Facilities are not available as a result of the termination.
- 30. The Ticket Holder shall reimburse the Club for any and all costs, expenses and/or losses suffered 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 3% above the base rate of the Bank of England from time to time.

#### **The Club's Liability to the Ticket Holder**

- 31. If the Club fails to comply with these terms, the Club is responsible for loss or damage the Ticket Holder suffers that is a foreseeable result of the Club being in breach of these terms and conditions, however, the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the contract was made, both the Ticket Holder and the Club knew it might happen, for example, if the Ticket Holder discussed it with the Club during the sales process.
- 32. Notwithstanding paragraph 31, the Club is not liable for any business losses. If the Ticket Holder's purchase and/or use of the Facilities is for any commercial business purposes (or where the Ticket Holder is not acting as a consumer), the Club will have no liability to a Ticket Holder (or their Authorised Representative) for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 33. 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.
- 34. 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 resulting from the actions or omissions of any postal service provider.

35. In the absence of negligence or other breach of duty by the Club or its servants or agents, a Ticket Holder and/or any Authorised Representative will be responsible for: (i) any loss, theft or damage to any of their articles left or displayed in or at the Stadium; and/or (ii) any injury to a Ticket Holder, any Authorised Representative and/or any individual in possession of any relevant Entry Materials.
36. For the avoidance of doubt, the Club does not exclude or limit its liability for:
  - (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation by the Club; and/or
  - (c) any liability which cannot be limited or excluded by law.

## **General**

37. If a Ticket Holder has any problem with any of the Facilities, they should contact a member of the Sales team on telephone number 0161 868 8000. In addition, where the Ticket Holder is a consumer, the Ticket Holder can obtain further guidance and advice from Citizens Advice ([www.adviceguide.co.uk](http://www.adviceguide.co.uk)).
38. The name "Manchester United" and the Manchester United crest are trade marks owned by the Manchester United group and in which the Manchester United group has built up a substantial amount of goodwill. Use of the name or the crest by a Ticket Holder or Authorised Representative without the express written consent of the Club is strictly prohibited and any such unauthorised use shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the terms of paragraph 28 shall apply. The Club reserves the right to take any action as it deems appropriate (including commencing legal proceedings) to protect its brand and image.
39. The Club may at any time in its reasonable discretion substitute a Ticket Holder's allocated Facilities (as per the Booking Form) with an alternative seat and/or facilities of equal (or greater) price.
40. 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. For the avoidance of doubt, the terms of paragraph 28 shall apply for any breach of the foregoing.
41. The Club and/or any person authorised by 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 the Club shall be entitled to use them (and to allow others to use them) for any purpose whatsoever (provided that such use does not harm the reputation of the relevant individual whose image is used).
42. These terms and conditions, together with: (i) the Booking Form; and (ii) (if relevant) the Reseller Code of Conduct; comprise the entire agreement between the Club and a Ticket Holder in relation to the purchase and use of Facilities.
43. The Club reserves the right to change these terms and conditions from time to time (for example, to reflect changes in relevant laws and regulatory requirements), and shall publicise such changes on its website.
44. The Club shall at any time be entitled to transfer its rights and obligations under these terms and conditions to another organisation within its group. The Club confirms that: (i) any such transfer shall not adversely impact the Ticket Holder and/or the provision of the Facilities by such group company; and (ii) it shall use reasonable endeavours to inform Ticket Holders of any such transfer (for example, by placing a notice on its website of such transfer).

45. If any of these terms and conditions are found by a court to be illegal, the rest of the contract will remain in force. Each of the paragraphs of these terms operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
46. This contract is between the Ticket Holder and the Club. No other person shall have any rights to enforce any of its terms.
47. Even if the Club delays in enforcing this contract against the Ticket Holder, the Club will be entitled to enforce it at a later stage. If the Club does not insist immediately that the Ticket Holder does anything he/she/it is required to do under these terms and conditions, or if the Club delays in taking steps against the Ticket Holder in respect of him/her/it breaking this contract, that will not mean that the Ticket Holder does not have to do those things or that the Club is prevented from taking steps against the Ticket Holder at a later date.
48. These terms and conditions are governed by English law and any legal proceedings must be brought in the English courts. Notwithstanding the foregoing, if the Ticket Holder is a consumer and: (i) is resident in Scotland then legal proceedings may be brought in either the Scottish or the English courts; or (ii) is resident in Northern Ireland, then legal proceedings may be brought in either the Northern Irish or the English courts.