

MANCHESTER UNITED FOOTBALL CHILDREN'S BIRTHDAY PARTY TERMS AND CONDITIONS

1. Definitions and interpretations

In these Conditions the following terms have the following meanings:

"Additional Charges" means any adjustments or increases made to the charges set out in the Booking Form and/or any additional fees payable in accordance with the provisions of the Contract;

"Annual Pass" has the meaning given to it in Clause 13.a;

"Booking Form" means the form for the booking of the Event which sets out details of the Event to be booked, including: (i) the date the Event is to take place, (ii) the number of attendees at the Event, and (iii) the charges to be paid to MU by You for the booking of the Event;

"Booking Requirements" has the meaning given to it in Clause 3.a;

"Charges" means (i) the charges payable to MU by You for the booking of the Event as set out in the Booking Form, and (ii) the Additional Charges;

"Conditions" means the terms and conditions as set out in this document;

"Contract" has the meaning given to it in Clause 2.a.

"Deposit" means any deposit required by MU in order for You to secure Your booking of the Event;

"Effective Date" means the date the Contract between You and MU commences as described in Clause **Error! Reference source not found.****Error! Reference source not found.**3.b;

"Event" means the children's birthday party package to be held at the Stadium as described in the Booking Form;

"Event Attendee" means any individual attending the Event;

"Force Majeure Event" means any reason beyond MU's control;

"Minimum Event Attendees" means the minimum number of Event Attendees as described in the Booking Form;

"MU" means Manchester United Football Club Limited (number 95489) whose registered office is at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA;

"Museum" means the Manchester United museum located within the Stadium;

"Services" means the provision of the products and/or services for the Event by MU as set out in the Booking Form and/or as later agreed between You and MU in writing;

"Stadium" means the football stadium located at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA known as "Old Trafford" (including the Museum), and surrounding premises owned by MU;

"Term" has the meaning given to in Clause 3.b; and

"You" means the person booking the Event, and "Your" will be construed accordingly.

Reference to 'Clauses' are to the clauses of these Conditions.

2. Basis of Contract

- a. These Conditions, along with the Booking Form, (the “**Contract**”) will govern all contracts and arrangements between You and MU in respect of the Event and the Services. No condition, warranty or similar provision of any document which You have provided (or in the future provide) to MU will apply to MU or the Contract.
- b. If You are booking the Event for a third party, You are deemed to be acting with the consent of that third party. You are also considered to be accepting these Conditions on behalf of all Event Attendees.

3. Your booking

- a. Any booking of the Event by You is not secured until all of the following actions have been completed:
 - i. You return to MU a signed copy of the Booking Form;
 - ii. You pay to MU any required Deposit as stated in the Booking Form (or otherwise confirmed by MU in writing prior to or at the time of Your booking); and
 - iii. the Booking Form is countersigned by MU,

(the “**Booking Requirements**”).
- b. Subject to Clause 3.c, the Contract between You and MU will commence on the date that all of the Booking Requirements have been completed (the “**Effective Date**”) and will continue until the later of (i) fourteen (14) days after the date of the Event, or (ii) receipt by MU of all the Charges due to MU by You (the “**Term**”).
- c. The signed copy of the Booking Form, together with any Deposit required, must be received by MU within the timeframe indicated in the Booking Form. Where the same are not received in the required timeframe, MU can deem that the booking of the Event is cancelled. If You wish to continue with the booking, or request a new Booking Form from MU, the Charges payable by You may be increased to reflect any published increase to the charges applicable to children’s birthday packages at the Stadium.
- d. Please note the following:
 - i. For the purposes of this Clause 3, any documents and/or payments that have been sent by You, but have not been actually received by MU, will be deemed to have not been ‘received’; and
 - ii. any Deposit paid by You will be non-refundable.

4. Charges

- a. In return for MU providing the Services, You will pay to MU the Charges in accordance with the procedure and timescales for payment set out in the Booking Form.
- b. Unless otherwise stated, all Charges stated in the Booking Form are inclusive of value added tax.
- c. All payments to MU are required to be made in pounds sterling. MU will not invoice to an address outside the United Kingdom.
- d. If You fail to make payment of the Charges in accordance with the Contract, such failure will be deemed a material breach of the Contract and Clause 9.b will apply.

5. Number of Event Attendees

- a. The Charges are based on the number of Event Attendees as set out in the Booking Form. Your booking is also subject to the Minimum Event Attendees.
- b. MU requires confirmation of the actual number of attendees **no later** than fourteen (14) days prior to the Event. If the confirmed number is:
 - i. **less** than the number of Event Attendees set out in the Booking Form, then the Charges will be reduced accordingly. However, regardless of the actual number of attendees, You will, as a minimum, pay the Charges which are relevant for the Minimum Event Attendees; or
 - ii. **more** than the number of Event Attendees set out in the Booking Form, then MU will assess whether it can accept the proposed additional attendees. You are recommended to advise MU as early as possible of any proposed additional attendees. MU will not be obliged to accept any additional attendees. If MU is able to accommodate such additional attendees, MU will inform You of any Additional Charges that will apply, along with the required timescales for payment, and You must confirm in writing whether or not You agree to such Additional Charges. Where MU cannot accommodate such additional attendees or You do not wish to pay the Additional Charges, only the number of Event Attendees as set out in the Booking Form will be entitled to attend the Event.
- c. Where the number of individuals wishing to attend the Event on the date of the Event is in excess of the confirmed and agreed number of attendees, MU will be entitled to (i) refuse admission to the Event and/or eject excess attendees, (ii) not provide the Services for such excess attendees, and/or (iii) charge Additional Charges for such excess attendees.

6. Event Attendees' rights and obligations

- a. You are required to ensure that all Event Attendees are aware of and comply with these Conditions.
- b. Subject to any further age restrictions or supervision requirements as set out in the Booking Form or otherwise required by MU and confirmed to You in writing, all Event Attendees under the age of 18 must be accompanied by a parent or guardian or other adult over the age of 18 years (which person will accept (i) full responsibility for the minors they accompany (including in respect of their compliance with the Contract), and (ii) provide adequate supervision at all times) ("**Responsible Adult**"), in accordance with the following requirements:
 - i. for groups of up to ten children - there must be at least two Responsible Adults present during the Event; and
 - ii. for a group of more than ten children - there must be a ratio of at least one Responsible Adult present for every eight (8) children during the Event.
- c. Event Attendees will only be permitted to access areas of the Stadium (and the Museum) that form part of the Event. Event Attendees agree not to access any other area of the Museum and/or the Stadium.
- d. Event Attendees must:
 - i. act responsibly, safely, appropriately and in accordance with all applicable laws; and
 - ii. comply with MU's security and safety policies and all instructions of any MU and/or Museum official or other officer or employee of MU.

7. MU's rights and obligations

- a. MU will have the right to prevent access to or remove from the Event and/or the Museum and/or the Stadium:
 - i. any Event Attendee acting in a way which, in the opinion of MU (in its absolute discretion), is unacceptable or reasonably likely to cause damage or injury to an Event Attendee, any other visitor or the Stadium. This includes Event Attendees whose behaviour is offensive, threatening, disrespectful or violent;
 - ii. any Event Attendee who in the opinion of MU or its security officers (in their absolute discretion) either (i) unreasonably refuses to permit their person or possessions to be searched on entry or (ii) poses a security risk; or
 - iii. any Event Attendee who is breach of any of the Conditions,without any liability to any Event Attendee by way of compensation, refund, re-admission or otherwise.
- b. Due to the operational needs of MU in the undertaking of its business as a football club, MU may be required to act on short notice (e.g. for health and safety reasons) and will be entitled to:
 - i. repair, replace and modernise any part or parts of the Stadium and from time to time take such other steps in relation to the Stadium as MU in its sole discretion considers to be necessary;
 - ii. change the contents of the Stadium (including, for the avoidance of doubt, the Museum), the Event and/or the Services without notice where such change is required for operational purposes; and/or
 - iii. close parts of the Stadium without notice to for the purposes of performing the above;without liability to any Event Attendee by way of compensation, refund, re-admission or otherwise. As such MU cannot guarantee that all advertised elements to the Museum, Stadium and/or the Event will be available.
- c. In the event MU takes any action under Clause 7.b that requires MU to suspend or cancel the Event, Clause 9.a will apply.

8. Event Attendee's visit

- a. Event Attendees should arrive at the Stadium at the location and at the time set out in the Booking Form, or as otherwise confirmed by MU in writing.
- b. Event Attendees will only be entitled to take photographs and/or video recordings during the Event for genuine private and non-commercial purposes.
- c. Each Event Attendee will be solely responsible for their personal property and MU will not be liable for loss of or damage to such personal possessions.

9. Suspension and/or termination by MU

- a. Due to the operational needs of MU in the undertaking of its business as a football club, MU may be required to act on short notice (including, but not limited to, when there is a late change of match days or a Force Majeure Event) and MU will have the right, at its sole discretion, to:
 - i. suspend or cancel the Event; and/or

- ii. close the whole of the Museum and/or Stadium to the public;

where considered necessary by MU for operational and/or safety reasons or as required by actions taken under Clause 7.b. In such circumstances MU will endeavour to provide notice to You (if reasonably possible) of such suspension, cancellation or closure and You will be entitled (at Your own discretion) to accept an alternative date/time for the Event or to receive a refund of any Charges paid by You.

- b. MU will also have the right to terminate the Contract and cancel the Event without any liability to You by notice in writing to You if: (i) any of the Charges due are not made by the relevant due date for payment; (ii) You are in breach of any provision of the Contract and the breach has not been remedied within a reasonable period; (iii) You are in material breach of the Contract, or (iv) You take any action, or any action is taken in connection with You, which in MU's reasonable opinion means that You are unlikely to be able to pay Your debts as they fall due.

10. Cancellation by You

- a. If You request an alternative date/time for the Event, MU will make reasonable efforts (subject to availability) to rearrange the date/time of the Event, but will not provide any guarantee to this effect or incur any liability to You for its failure to do so. If MU is unable to rearrange Your booking of the Event, the Event will be deemed cancelled by You and Clause 10.b will apply.
- b. You may cancel Your booking of the Event, provided that such cancellation must be confirmed to MU in writing. In such circumstances, depending upon when such cancellation is notified to MU, the following proportions of the Charges will apply:
 - i. more than 14 days before the date of the Event – MU will retain Your Deposit; and
 - ii. less than 14 days before the date of the Event – 100% of the Charges are payable (and MU will retain Your Deposit).

11. Liability

- a. You will be liable for all costs, losses and liabilities incurred by MU as a result of any damage to the property of MU caused by any Event Attendee and/or any actions of any Event Attendee, including (but not limited to) any breach of Clause 6.d and any actions referred to in Clause 7.a.i.
- b. If MU fails to comply with the Contract, MU is responsible for loss or damage that You suffer that is a foreseeable result of MU being in breach of the Contract. MU is not responsible, however, 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 You and MU knew it might happen (for example, if You discussed it with the MU when making the booking).
- c. Notwithstanding paragraph 11.b, MU is not liable for any business losses. If Your booking of the Event is for any commercial business purposes (or where You are not acting as a consumer), MU will have no liability to You or any Event Attendee for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- d. In the absence of negligence or other breach of duty by MU or its servants or agents, You and all Event Attendees are responsible for: (i) any loss, theft or damage to any personal belongings left or displayed in or at the Stadium; and/or (ii) any injuries sustained during the Event.
- e. For the avoidance of doubt, MU does not exclude or limit its liability for:

- i. death or personal injury caused by its negligence;
- ii. fraud or fraudulent misrepresentation by MU; and/or
- iii. any liability which cannot be limited or excluded by law.

12. Warranties

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

13. Annual Pass

- a. If Your booking entitles You and/or any Event Attendee to receive an annual pass to MU's Museum and Stadium tour ("**Annual Pass**"), You will be required to collect the Annual Pass in accordance with MU's instructions and any use of the Annual Pass will be subject to the Manchester United Football Club Museum and Stadium Tour Terms and Conditions found here: <https://www.manutd.com/en/help/terms-and-conditions-of-sale>.

14. General

- a. MU will have no liability to You if it is prevented from, or delayed in performing, in full or in part its obligations under the Contract as a result of a Force Majeure Event.
- b. The expiry or termination of the Contract will not stop either party from making a claim against the other for any act or omission that occurred prior to expiry or termination.
- c. On expiry or termination of the Contract, any part of the Contract that is expressly stated to come into force or continue on or after such expiry or termination (or is intended as such by implication), shall continue to apply.
- d. No variation of the Contract or these Conditions will be valid unless it is in writing and signed by or on behalf of both MU and You.
- e. MU can at any time assign, transfer or novate the Contract to any of its group companies.
- f. If any provision of the Contract may prove to be illegal or unenforceable, the remaining provisions of the Contract will continue in full force and effect.
- g. Unless otherwise stated in the Contract, any notice that is required to be given under these Conditions must be in writing and sent by email, by hand or sent by first class mail and will be deemed to have been given on the day of delivery. Save where another address has been previously notified to the sending party, (i) notices sent by MU to You will be sent Your address and/or email address as set out in the Booking Form and (ii) notices sent by You to MU will be sent to:

Address: Manchester United Football Club Limited
Museum
FAO Damian Preston
Sir Matt Busby Way
Old Trafford
Manchester M16 0RA
England

Email address: damian.preston@manutd.co.uk

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