



**ST. JAMES' PARK TOURS
TERMS AND CONDITIONS**
NEWCASTLE UNITED FOOTBALL CLUB



I. BASIS OF AGREEMENT

These Terms and conditions govern the agreement to be entered between:-

(1) **NEWCASTLE UNITED FOOTBALL COMPANY LIMITED** of St James' Park, Newcastle upon Tyne NE1 4ST ("**NUFC**" or "**the Club**"); or "**the Club**";

(2) The company, firm, organisation or person(s) (the "**Client**") stated in (i) the tour order ("**Booking** ") or (ii) the email or other communication from the Club to the Client confirming our acceptance of the Booking ("**Booking Confirmation**").

- 1.1 Please read these terms carefully before you submit the Booking to us. These terms tell you who we are, how we will provide the service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact the NUFC Tours Team to discuss.
- 1.2 You can contact us by telephoning our customer service team at 0191 201 8704 or by writing to us at stadium.tours@nufc.co.uk.
- 1.3 If NUFC needs to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in the Booking.
- 1.4 When we use the words "writing" or "written" in these terms, this includes emails.
- 1.5 The Client in these conditions shall be taken to mean the person, persons, or body incorporate making the Booking for guided visit/guided activities/guided talks for any organisation or school (private or public) and any part thereof.
- 1.6 Guided visit/guided activities/guided talks shall be conducted by an NUFC staff member or a volunteer.

2. STADIUM TOUR ARRANGEMENTS

- 2.1 The Client shall be entitled to attend the guided tour ("**Tour**") referred to on the Booking Confirmation at St James' Park, Newcastle upon Tyne NE1 4ST ("**Stadium**") upon issuance of the Booking Confirmation, at which point a contract will come into existence between the Client and the Club ("**Contract**") subject always to payment of the contract price specified in the Booking Confirmation in accordance with clause 6 ("**Contract Price**") and the conditions set out in clause 3.
- 2.2 If the Club is unable to accept or accommodate the Client's Booking, the Club will inform the Client of this. This might be because the Tour is unavailable as requested, or because of revised Covid-19 related government and/or local government and/or football governing body laws, regulations, restrictions or guidance, or because the Club has identified an error in the price or description of the service, or because the Club cannot meet a delivery deadline or requested specification the Client has specified.
- 2.3 The Club will assign an order number to the Booking and state this on the Booking Confirmation. It will help the Club if you can tell us the order number whenever you contact us about the Client's order.
- 2.4 The maximum capacity of each Tour at the Stadium will be stated and agreed on the Booking Confirmation. Failure of the Client to keep to the limit, depending on the number of additional participants, will result in one or a combination of:
 - a) The Tour not going ahead;
 - b) The additional participants being excluded from taking part in the Tour;
 - c) Agreement between the parties that the Tour experience will be compromised in terms of the enjoyment/learning outcomes that will be derived by the participants; and
 - d) An additional charge will be levied for each additional participant.
- 2.5 Within each Booking, we require the following minimum ratio of adults to children:
 - Children aged 0-4, 1 adult: 2 children
 - Children aged 5-7, 1 adult: 8 children
 - Children aged 8 -11, 1 adult: 8 children
 - Children aged 12 and over, 1 adult: 8 children

Any person aged 14 or under must be accompanied by an adult, and any accompanying adults should not have additional babies/toddlers/buggies with them.



- 2.6 The Club can provide basic first aid in the event of a minor accident. However, if any Client or guest participating in a Tour has specific illnesses (including, for example, but not limited to epilepsy, diabetes, allergies, heart or lung conditions, etc.), the Client must make this known to the Club and have in their party an adult who has knowledge, experience and/or ability to assist these guests in the event of an incident.
- 2.7 All Tour participants should wear appropriate clothing and footwear and only move as directed by Club staff and always in an orderly manner in the Stadium to avoid slips and trips.
- 2.8 No eating or drinking is allowed during the Tour, but you are welcome to take a snack break in the Stadium level two reception area.
- 2.9 The Client will be held responsible and accept full responsibility for any damage done to the Stadium or any part thereof, furniture, utensils or other property of the Club during the period of or otherwise arising out of the visit to any part thereof.
- 2.10 Any liability or expenditure incurred by the Club on behalf of or at the request of the Client shall be settled by the Client and the Club will not accept any responsibility. The Club may issue an additional invoice after the Tour for any further charges due which were not included in the invoice issued pursuant to the Booking Confirmation. Such charges may include those payable for any final alterations to the Tour, or for guests attending the Tour in excess of the number specified by the Client in the Booking. We reserve the right to refuse additional requests that result in a significant change to the delivery and content of the Tour.
- 2.11 The Client must confirm any changes to the final guest numbers as set out in the Booking Confirmation at least three business days before the Tour. Charges for the Tour will be calculated (or recalculated, as the case may be) on the final number provided or the number actually attending, whichever is the greater. Where the final numbers of attendees are less than the number of guests specified in the Booking Confirmation, the Client shall pay the charges based on the number of guests specified in the Booking Confirmation.

3. BOOKING CONDITIONS

- 3.1 Each Booking shall remain provisional until the Club issues a Booking Confirmation and (if applicable) until any required payment and/or deposit is received from the Client in accordance with Clause 6.
- 3.2 The Club shall not accept responsibility for any consequences, errors or delay that may be caused by any Booking which is completed incorrectly by the Client.
- 3.3 For the avoidance of doubt, any terms and conditions of purchase submitted by the Client shall not be binding on the Club, even if supplied to the Club after the date on which the Client views a copy of the Contract, and the Contract shall constitute the entire agreement between the Club and the Client, superseding and extinguishing all previous agreements, understandings and arrangements between them, whether written or oral, relating to the Tour (as detailed in the Booking Confirmation).
- 3.4 The Contract shall not confer any right of exclusive entry or exclusive possession upon the Client at any time. The Club shall select and provide details of the Tour. The Club reserves the right to vary at its sole discretion any routes, timings, facilities or services or any part of the designated Tour area(s) which form part of the Tour (including without limitation in the event of any covid-19 related issues / laws / guidance / regulations / restrictions, construction, development, maintenance or other works, force majeure or unforeseen circumstances affecting such Tour route(s) or area(s) and/or the Stadium) in which case the Club will use its reasonable endeavours to ensure that the alternative arrangements, facilities or services provided are of a comparable standard and quality to those originally forming part of the Tour.
- 3.5 The Club cannot guarantee that any Tour will take place as scheduled. Any Tour may be cancelled, postponed, abandoned after commencement or rearranged and the dates and/or times of all Tours may be subject to change for any reason including factors outside the Club's control such as, without limitation, pandemic, Covid-19 related guidance / laws / regulations / restrictions (whether at local government level or national level or football authorities level), adverse weather conditions, television broadcasting or cup competition requirements. If the Tour is cancelled, postponed, rescheduled, abandoned or otherwise rearranged then the Club's decision upon such matters shall be final and conclusive, and in such circumstances the Client shall not be entitled to any compensation as a consequence, but if the tour is cancelled then any charge for Tours already paid by the Client will be refunded. In each of the circumstances set out in this clause 3.5, the Club shall not be deemed to be in



breach of this contract and the position set out herein shall be the Client's sole remedy. The Club shall not be liable for any consequential losses arising from an abandonment, postponement, cancellation or other rescheduling of any Tour, including but not restricted to travel and accommodation costs incurred by the Client.

- 3.6 The Club reserves the right to terminate any Booking in the event of the Client (or any of the Client's guests) committing a breach or failure to observe or perform any of the terms or conditions of the Contract.
- 3.8 Except where the Club has provided a Booking Confirmation, the Club reserves the right at its sole discretion to reject any Booking.
- 3.9 The Contract shall only entitle the Client to make use of the Tour referred to in the Booking Confirmation.

4. CLIENT RIGHT TO MAKE CHANGES

- 4.1 If the Client wishes to make a change to the Booking Confirmation it must contact the Club. The Club will let the Client know if the change is possible. If the change is possible, the Club shall inform the Client of any changes to the price of the Tour, or anything else which will be necessary as a result of the requested change. The Club will ask the Client if it wishes to go ahead with the change in such circumstances.
- 4.2 The Club can accept no changes to a Booking Confirmation requested 72 hours or less from the day of the Tour.

5. CLUB RIGHT TO MAKE CHANGES

The Club may change the Tour arrangements:

- a) to adapt to any Covid-19 related laws, regulations, guidance (whether local or statutory or from football authorities), restrictions or otherwise (regardless of whether such arise at the local government or national government level, or from football authorities);
- b) to reflect changes in relevant laws and regulatory requirements; and
- c) to implement operational or technical adjustments and improvements.

6. PAYMENT

- 6.1 Whether by way of cash funds or by the application of any existing credits on the Client's account with the Club, at the date and time of the Booking Confirmation the Club shall charge and the Client shall pay the price set out in the Booking Confirmation. The Club also reserves the right to charge the Client a deposit in respect of the Tour (such amount of such deposit required shall be as set out in the Booking Confirmation). Where the Club provides a Booking Confirmation and a deposit is duly received from the Client, the deposit will be credited against the total price. The price is to be paid no later than the end of the date of the Booking Confirmation (or the next banking day if the Booking Confirmation is not issued on a banking day) and the time for such payment shall be of the essence. In the event of default of payment by the Client the Club may cancel the Booking Confirmation and the Client (and their guests) may not attend the Tour. If the Booking Confirmation is cancelled in such circumstances, the Club is entitled to retain any deposit paid to cover the Club's administration costs arising from such cancellation and the Client will be liable to the Club for any unpaid amounts and for any loss suffered by the Club as a result of the Client's default.
- 6.2 All prices for Tours quoted by the Club (whether orally, in writing, or upon the Club's websites) are inclusive of VAT and any other sales tax or similar imposition, which will be added to the Booking Confirmation at the then prevailing rate.
- 6.3 The Client will be invoiced by the Club according to the details shown in the Booking Confirmation, whether or not the numbers of persons attending the Tour are lower than those detailed on the Booking. The Booking Confirmation is determinative of the due date for payments under any payment terms, and in any discrepancy between the Booking Confirmation and an issued invoice the Booking Confirmation shall take precedence.
- 6.4 Any additional goods or services provided by the Club in addition to those included in the Booking Confirmation ("**Additional Goods and Services**") will be invoiced by the Club separately and payable by the Client in full within 3 days of the date of issue of the invoice.



7. CANCELLATION

- 7.1 Where the Client is a consumer purchasing a Tour online or remotely by distance, the Client may exercise its applicable rights under the Consumer Contracts Regulations 2013 as applicable to online purchases.
- 7.2 Subject to clause 7.1, on the issuance of the Booking Confirmation there shall be no right of cancellation by the Client and the Club shall be entitled to retain any deposit paid by the Client and any other sums paid (including the Contract Price) by the Client in respect of the Booking; and to the extent the whole of or any part of the Contract Price has not been paid, such amount shall remain due and payable by the Client.
- 7.3 Where a Client requests a cancellation more than 72 hours prior to the day of the Tour, the Club at its sole discretion may use reasonable endeavours to re-book the Tour with other customers (but, even if the Club is successful in re-booking the Tour, the Club always reserves the right to retain any deposit paid by the Client as a cancellation fee). If in such circumstances the Club is successful in re-booking the Tour (or part thereof), the Club shall inform the Client and will process a refund to the Client for the proportion of the Booking Confirmation fee (less deposit) which the Club has managed to recover by such re-booking of the Tour.

8. CLIENT OBLIGATIONS

- 8.1 The Client shall, and shall ensure that the Client's servants, agents, employees, visitors, attendees or other invitees shall:
- a) Cooperate with the Club in respect of any matters related to compliance with Covid-19 related measures, including (but not limited to) any social distancing measures, staggered entry times, and the provision of valid and up to date 'track and trace' information and compliance with verification processes. The Club reserves the right to refuse entry to any Client, guest or group not complying with any such measures.
 - b) be appropriately dressed to participate in the Tour.
 - c) refrain from damaging, altering or removing any of the fittings, furnishings or equipment at the Stadium and/or Club's premises, and in the event of any such damage, alteration or removal the Client will pay to the Club (on demand) the cost of reinstating, repairing or replacing any such damage, alteration or removal;
 - d) comply with:
 - (i) such statutes and regulations governing the use of the Stadium or such other Club premises at which Tour is conducted, whether made by local government, football authorities, national government or a licensing authority or otherwise including but not limited to the Football Spectators Act 1989, the Sporting Events (Control of Alcohol) Act 1985 and the Football Offences Act 1991 (all as may be amended from time to time);
 - (ii) such reasonable regulations as the Club may from time to time make governing the use of the Club's premises provided that such regulations are available for inspection by the Client;
 - (iii) any and all instructions of any steward or Club officer or employee and/or any police officer; and
 - (iv) the rules, regulations and bye-laws of FIFA, UEFA, The Football Association, The Premier League, The Football League and the Club in respect of any ground or premises regulations.
 - e) not bring onto the Club's premises or use within the Club's premises any equipment, which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Stadium; except that mobile phones shall be permitted within the Club's premises provided that they are used for personal and private use only;
 - f) refrain from swearing, spitting, adopting unruly, inappropriate, offensive or illegal behaviour, committing acts of racial abuse or other discriminatory behaviour as to race, ethnicity, sex, sexual orientation, age religion or disability, or committing any offence under the Acts set out in 8.1(d)(i) above;



- g) not smoke anywhere in the Stadium;
 - h) undertake that alcohol will only be consumed in a responsible and safe manner and ensure that no attendee under the age of 18 will consume alcohol on the Club's premises;
 - i) use the Club's premises, and any other premises at which the services subject of this Contract are provided, at all times in a proper and lawful manner and not cause nuisance, annoyance or inconvenience to any person;
 - j) not use the Contract for a Tour or any Booking spaces on a Tour as a prize or similar or for any public promotional purposes or otherwise re-sell use of the same;
 - k) not do anything which is derogatory to and/or brings the Club into disrepute; and
 - l) not make any alterations or additions to the Stadium area whatsoever (including in relation to any branding that would be visible from the Stadium bowl).
- 8.2 The Client shall be responsible for the behaviour of its Guests and the Client shall indemnify the Club, and the owners of any other premises at which the Tour take place, against any loss or damage suffered by such owners or by the Club, its employees, servants or agents and caused by the Client or any Guests.
- 8.3 Any person who behaves in contravention of the terms of this clause 9 or acts in a manner which the Club considers (acting reasonably) is likely to bring the Club's good name into disrepute or is otherwise for any reason barred or banned from entering the Club's premises, may at the Club's sole discretion be ejected from such premises and refused admission subsequently to any part of the premises by means of any ticket admission or Package.

9. FORCE MAJEURE

- 9.1 For the avoidance of doubt, the Club and the Client hereby agree that changes to the law / regulations / guidance in respect of Covid-19 (whether implemented by football authorities, local government or national government) shall constitute a Force Majeure Event for the purposes of the Contract. In the event of the Club being prevented or delayed at any time from performing any of its obligations under this Contract by reason of any act, event, accident or other happening beyond the control of the Club or which cannot be overcome by means normally employed in performance and at comparable expense, including, without prejudice to the generality of the foregoing, strikes, lockouts, epidemic, pandemic, industrial disputes, riots, wars, civil disturbance, fire, explosions, storms, power failure, governmental or local authority or football authority regulations and requirements, loss of liquor licence and difficulties relating to venues other than the Club's own property ("**Force Majeure Event**"), any such failure or delay in performance shall not be deemed to constitute a breach of the obligations of the Club but performance of such obligations shall be suspended during the continued existence a Force Majeure Event and all rights of the Club at the time for performance shall be extended for a period equal to the aggregate of:
- a) the period or periods of continued existence of the Force Majeure Event, and
 - b) such further period (if any) as the Club in its sole discretion reasonably considers is required, due to repairs, maintenance, rebuilding, delays in transportation, shortage of manpower or materials or other cause directly occasioned by, or attributable to the Force Majeure Event.
- 9.2 In the event that a Force Majeure Event prevents the Club permanently from performing its obligations under this Contract, the Club shall be entitled to terminate this Contract by notice in writing to the Client without prejudice to the rights and obligations of the parties accruing up to and including the date of termination.

10. LIABILITY

- 10.1 Nothing in this clause 10 shall operate to exclude or limit the liability of either party for (i) death or personal injury resulting from its negligence, (ii) for fraud or fraudulent misrepresentation or (iii) for any other matter which cannot be excluded or limited by law.
- 10.2 Where the Client enters into the Contract as a business, the Club will not under any circumstances whatsoever be liable for any indirect or consequential loss, or loss of profit, whether direct or indirect, suffered by the Client.



- 10.3 Where the Client is a consumer, the Club will not be liable for any losses which the Client suffers as a result of the Club's breach of this Contract except for losses which are reasonably foreseeable at the time the Contract is entered into, or the Club's negligence.
- 10.4 The total liability of the Club for any losses of the Client arising out of or in connection with this Contract shall be limited to an amount equal to the total price of the Booking as specified in the Booking Confirmation.
- 10.5 The Club will take reasonable precautions for the security of the area where the Tour is provided but the Club will not be liable for the loss of or damage to the property of the Client and/or their guests, whether from or in or at and/or near the Stadium or the Club's premises.

11. GENERAL

- 11.1 The Tour tickets and passes are made available to the Client and any guests on a non-transferable basis and shall not be transferred or re-sold under any circumstances (except as expressly provided elsewhere in the Contract).
- 11.2 The Client shall not assign this Contract or its rights and/or obligations under it or grant any rights whatsoever by way of sub-contract, licence, or otherwise to any other person in respect of the Tour.
- 11.3 The Club may assign and/or sub-contract any of its rights and/or obligations under this Contract with the Client.
- 11.4 Any person who is not a party to this Contract shall not be entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.5 The Club may, from time to time, create images, audio content, visual content and/or audio-visual video footage which may include those in attendance at upon the Tour or in the hospitality areas and/or the Stadium. The Club's CCTV and Imaging Policy and its Privacy Notice are available via the Club's website. By agreeing to these terms of the Contract, the Client agrees (including for and on behalf of Guests) that the Club owns all rights in such images and footage and shall be entitled to use the same for the purpose of (i) promoting the Club and its commercial partners; and (ii) any other Club commercial activity.

13. GOVERNING LAW AND JURISDICTION

This Contract is subject to English Law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.