



# **MATCHDAY HOSPITALITY TERMS AND CONDITIONS – SINGLE MATCH BOOKINGS**

**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**");

(2) The company, firm, organisation or person(s) (the "**Client**") stated in (i) the enclosed or online order form ("**Booking Form**") or (ii) the email the Club sends to the Client confirming our acceptance of the Booking Form ("**Booking Confirmation**").

- 1.1 Please read these terms carefully before you submit The Booking Form 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 Hospitality Team to discuss.
- 1.2 You can contact us by telephoning our customer service team at 0191 201 8444 or by writing to us at [hospitality@nufc.co.uk](mailto:hospitality@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 in the Booking Form of Booking Confirmation.
- 1.4 When we use the words "writing" or "written" in these terms, this includes emails.

## 2. MATCHDAY HOSPITALITY

- 2.1 The Client shall be entitled to the hospitality at the specified single match ("**Match**") referred to on the Booking Form and/or in the Booking Confirmation ("**Match Day Hospitality**") 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 Form and/or 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 order, the Club will inform the Client of this. This might be because the Match Day Hospitality is unavailable as requested on the Booking Form, or because of unexpected limits upon the Club's resources, or due to 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 Client's order 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.

## 3. BOOKING CONDITIONS

- 3.1 The Contract shall be subject to and include (a) these terms and conditions; (b) the general admission Home Match Ticket Conditions of Issue issued to each guest; and (c) the code of conduct issued by the Club from time to time with regard to Covid-19 measures applicable to all attendees at the Stadium ("**Supporter Code of Conduct**") of which the current version can be found here <https://www.nufc.co.uk/return-of-fans/supporter-code-of-conduct/>.
- 3.2 Each Booking Form and particulars of Match Day Hospitality therein shall remain provisional until the Club issues a Booking Confirmation and (if applicable) until any required payment and/or deposit is duly paid by the Client in accordance with Clause 6.
- 3.4 The Club shall not accept responsibility for any delay that may be caused by any Booking Form which is completed incorrectly by the Client.



- 3.5 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 this Agreement, 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 Match Day Hospitality (as detailed in the Booking Form or Booking Confirmation).
- 3.6 These terms and conditions shall not confer any right of exclusive possession upon the Client at any time. The Club shall select and provide details of the seats relating to each Match Day Hospitality. The Club reserves the right to vary at its sole discretion if necessary any allocated seating, facilities or services or any part of the designated hospitality area(s) which form part of the Match Day Hospitality (including without limitation in accordance with the Supporter Code of Conduct and/or 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 hospitality area(s) and/or the Stadium) in which case the Club will use its reasonable endeavours to ensure that the alternative seating, facilities or services provided are of a comparable standard and quality to those originally allocated. This clause 3.6 applies to any Match, including any Match where the Club does not retain primary control of the seating, facilities or services (including, but not limited to, domestic cup competitions).
- 3.7 The Club cannot guarantee that any Match will be played as scheduled. Any Match may be cancelled, postponed, abandoned during play or rearranged and the dates and/or kick off times of all matches during a Season 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 Match is cancelled, postponed, rescheduled, abandoned or otherwise rearranged then the position is as follows:
- (a) where prior to the scheduled day of the relevant Match ("**Match Day**") (e.g. as a result of television broadcasting rescheduling) or prior to admission to the Stadium on Match Day, the Match is rearranged for another date, the Client shall be entitled to attend the rearranged Match at no extra charge to the Client. **Always subject to** the Client demonstrating with evidence (such evidence being reasonably acceptable to the Club in its sole discretion) that it is prevented and/or unable to attend such rearranged fixture (without limitation "prevented" shall **not** include mere inconvenience of the rearranged time or a preference on the part of the Client not to attend the Match Day, in all such cases the applicable provisions of Clause 7 shall apply), the Club shall use its reasonable endeavours within the time available to resell the Match Day Hospitality to another party, in which case the Client shall be entitled to receive a refund of the Contract Price (less any deposit paid);
  - (b) if a Match is abandoned after admission to the Stadium (whether before or after kick-off) and such Match is rearranged, the Client shall not be entitled to a refund but shall be entitled to attend the rearranged Match provided the Client shall pay half price for the Match Day Hospitality at such rearranged Match; or
  - (c) if a Match is cancelled after Client admission (whether before or after kick off) and such Match is not rearranged, the Client shall be entitled to a refund of half (50%) of the Contract Price for such Match.

In each of the circumstances set out in this clause 3.7, 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 match, including but not restricted to travel and accommodation costs incurred by the Client.

- 3.8 Except where the Club has provided a Booking Confirmation, the Club reserves the right at its sole discretion to reject any completed Booking Form.
- 3.9 The Contract shall only entitle the Client to make use of the Match Day Hospitality referred to in the Booking Confirmation at the Match, subject to clause 3.7 above.
- 3.10 The Club reserves the right to update or amend these terms and conditions at any time. The Club will notify the Client of such changes in writing. No alteration or amendment to this Contract shall be binding unless agreed in writing by the Club.

#### **4. CLIENT RIGHT TO MAKE CHANGES**

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 Match Day Hospitality, 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.

#### **5. CLUB RIGHT TO MAKE CHANGES**

The Club may change the Match Day Hospitality:

- (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
- (b)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 Contract Price in accordance with this Clause 6.1. The Club also reserves the right to charge the Client a deposit in respect of the Match Day Hospitality (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 Contract Price. The Contract 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 Match Day Hospitality. If the Match Day Hospitality 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 quoted by the Club (whether orally, in writing, or upon the Club's websites) are exclusive 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 Match or event are lower than those detailed on the Booking Form. 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 Contract Price and in addition to those detailed on the Booking Confirmation ("**Additional Goods and Services**") will be invoiced by the Club separately and payable by the Client in full within 14 days of the date of issue of the invoice.
- 6.5 Save as where expressly included in the package detailed on the Booking Form and/or Booking Confirmation, All bar bills, accounts and related expenses ("**Bar Expenses**") are excluded from the Contract Price and shall be payable by the Client in addition to any Match Day Hospitality catering specified in the Booking Confirmation. Unless other terms are specifically and expressly offered by the Club (in its sole discretion), Bar Expenses will be payable at the point of purchase upon the Match Day to Sodexo Limited (who, for the purpose of this Contract, is an independent third party contractor of the Club) or such other supplier appointed by the Club from time to time. A copy of Sodexo Limited's payment terms are available direct from Sodexo Limited or from the Club upon written request.
- 6.6 If the Client fails to pay any sum due and payable to the Club under clause 6.1 and/or clause 6.4 by the due date, without affecting the Club's other rights, interest shall accrue on the unpaid amount from the due date to the date of actual payment (or until judgment). Interest shall be calculated on the basis of a year of 365 days and for the actual number of days elapsed, shall accrue daily, and shall be compounded quarterly. The interest rate shall be statutory interest and to the extent that, and for so long as, a rate for statutory interest is not set or does not apply, a rate equal to 6 (six) per cent 6% above the base rate of Barclays Bank PLC from shall be applied.

## 7. CANCELLATION

- 7.1 Where the Client is a consumer purchasing Match Day Hospitality online, 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.

## 8. CLIENT OBLIGATIONS

- 8.1 The Client shall, and shall ensure that the Client's servants, agents, employees, visitors, attendees or other invitees ("**Guests**") shall:
- (a) Provide all such confirmations, information and completed documentation as required by the Club (including, but not limited to, Covid-19 health questionnaire and contact information) at such times and places stipulated by the Club;
  - (b) Comply with the Home Match Ticket Conditions of Issue;
  - (c) Comply at all times with the Supporter Code of Conduct;
  - (d) Cooperate fully 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 (or to eject) any Client, Guest or group not complying with



- any such measures.
- (e) be appropriately dressed to use the hospitality areas at the Club's premises in accordance with the then prevailing dress code policy as determined by the Club. It is the Client's responsibility to ensure that the Guests are informed of and comply with any dress code policy. The Club reserves the right to refuse access to any person not complying with the applicable dress code policy.
  - (f) refrain from damaging, altering or removing any of the fittings, furnishings or equipment at the Club's premises or any other premises at which the Match Day Hospitality is provided, 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;
  - (g) comply with:
    - (i) such statutes and regulations governing the use of the Stadium or such other Club premises at which Match Day Hospitality is provided, 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, or the owners of any other premises at which the Match Day Hospitality is provided, 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 the relevant competition and any other ground or premises regulations.
  - (h) 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 a Match or 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;
  - (i) 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 9.1(c)(i) above;
  - (j) undertake that alcohol will only be consumed in a responsible and safe manner and ensure that no Guest under the age of 18 will consume alcohol on the Club's premises;
  - (k) refrain from bringing any food or beverages on to the Club's premises, or on to any other premises at which the Match Day Hospitality is provided;
  - (l) 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;
  - (m) not use the Match Day Hospitality and/or any access to the Match Day Hospitality as a gift, prize or similar or for any public promotional purposes or otherwise re-sell use of the same;



- (n) not do anything which is derogatory to and/or brings the Club into disrepute; and
- (o) not make any alterations or additions to the hospitality 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 Match Day Hospitality is provided, 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 8 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 implemented after the submission of the Booking Form and up to and including the day of the Match (whether implemented by football authorities, local government or national government) and which impact the Match Day Hospitality in any respect whatsoever (or which cause the Match to be postponed, cancelled or rescheduled) shall constitute a Force Majeure Event for the purposes of the Contract.

9.2 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.

9.3 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 Contract Price as specified in the Booking Confirmation.
- 10.5 The Club will take reasonable precautions for the security of the area where the Match Day Hospitality is provided but the Club will not be liable for the loss of or damage to the property of the Client and/or Guests, whether from or in the hospitality area or elsewhere at and/or near the Stadium or its premises.

## 11. TERMINATION

11.1 Club shall be entitled to terminate this Contract immediately by notice in writing to the Client if:

- (a) the Client or any Guest breaches the terms of the Home Match Ticket Conditions of Issue;
  - (b) the Client or any Guest in the reasonable opinion of the Club breaches (or fails to reasonably cooperate with the Club's implementation of) the Supporter Code of Conduct;
  - (c) the Client commits a material breach of the Contract which cannot be remedied or which can be remedied but the Client fails to do so within a reasonable period specified by the Club;
  - (d) the Client fails to provide, or provides false or misleading information to the Club;
  - (e) the Client resells or transfers the Match Day Hospitality or any ticket;
  - (f) any procedure is commenced with a view to the winding-up or re-organisation of the Client and that procedure is not terminated or discharged within 30 days;
  - (g) any procedure is commenced with a view to the appointment of an administrator, receiver, administrative receiver or trustees in bankruptcy in relation to the Client or its assets and that procedure is not terminated or discharged within 30 days;
  - (h) the holder of any security over the assets of the Client takes any step to enforce that security and that enforcement is not discharged within 30 days;
  - (i) the assets of the Client are subject to attachment, sequestration, execution or similar process and that process is not terminated or discharged within 30 days;
  - (j) the Client is unable to pay its debts as they fall due or enters into a composition or arrangement with its creditors or any class of them; or
  - (k) anything similar to any of the events described in clauses 11.1(f) to 11.1(j) happens to any holding company of the Client or the Client.
- 11.2 The Club shall be entitled to terminate this Contract on providing 14 days' written notice to the Client provided that the Club also refunds the Client any Contract Price paid by the Client (to be calculated on a pro rata basis) and received by the Club (in each case, taking into account any Match Day Hospitality provided by the Club up to and including the date of termination).
- 11.3 In the event that the Club terminates this Contract in reliance upon any of clause 11.1 above or as a result of any other default by the Client, the Club shall not be under any liability to refund any part of the Contract Price and following such



termination the Club shall be free to supply the Match Day Hospitality to any other person.

- 11.4 The Client may terminate this Contract if the Club commits a material breach of the Contract which cannot be remedied or which can be remedied but the Club fails to do so within 30 days after being given written notice of the breach by the Client.
- 11.5 Termination or expiry of these Terms and conditions shall not release the parties from any liability or right of action or claim which at the time of such termination or expiry has already accrued or may accrue in respect of any act or omission prior to such termination or expiry. Further, termination or expiry shall discharge the parties from any liability for further performance of these Terms and conditions (save for in respect of any provision which is expressly or by implication intended to remain in force after such expiry or termination). For the avoidance of doubt, the Club shall be entitled to make available the use of the relevant Match Day Hospitality area to any third party following expiry or termination of these Terms and conditions.

## **12. GENERAL**

- 12.1 The Match Day Hospitality and associated Home Match Ticket 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).
- 12.2 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 Match Day Hospitality.
- 12.3 The Club may assign and/or sub-contract any of its rights and/or obligations under this Contract with the Client.
- 12.4 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.
- 12.5 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 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.