



BOX HOSPITALITY

NUFC

2022 | 2023



These terms and conditions (“Terms and Conditions”) govern the agreement to be entered into 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”).

Please read these terms carefully before you submit the Booking Form. These Terms and Conditions 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 and Conditions, please contact NUFC hospitality team to discuss.

You can contact us by telephoning our customer service team at 0191 201 8444 or by writing to us at hospitality@nufc.co.uk

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 Form or Booking Confirmation.

The words “writing” or “written” in these terms shall include email.

I. INTERPRETATION

I.1 In this Licence the following expressions shall have the following meanings:

“Access Ways” means the entrance, hall, corridors, lobbies, staircase, access ways, passages, lifts and escalators of the Stadium or over which the Stadium enjoys rights of access, the use of which is necessary for obtaining access to and egress from the Box and the Designated Areas or such of them as afford reasonable access and egress as above as the Club may from time to time in its absolute discretion designate on 30 (thirty) days’ notice to the Client;

“Advertising Benefits” means those benefits specific to the Box and listed in clause 3.1;

“Away Tickets” has the meaning given in clause 10.1;

“Away Tie” means a League or Cup Competition match in which the First Team is designated as the away team;

“Box” means the executive box number situated at the Stadium in the stand identified in the Partnership Rights or such other executive box at the Stadium as the Club may from time to time in its absolute discretion designate on 30 (thirty) days written notice to the Client;

“Conditions of Issue” means the terms and conditions governing the issue and use of tickets as determined by the Club at its absolute discretion from time to time;

“Contract” has the meaning given in clause 2.1;



“Cup Competition” means (i) the League Cup or (ii) The FA Cup;

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation (‘UK GDPR’) (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 (and any regulations made thereunder, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) as amended together with guidance and codes of practice issued by the Information Commissioner’s Office or any other relevant supervisory authority;

“Designated Areas” means:

- (i) all communal bar and lounge areas within the level of the Stadium on which the Box is situated;
- (ii) all communal toilets within the level on which the Box is situated;
- (iii) all seats allocated to the Box to be used by the Client, its representatives and/or Guests for the viewing of the Relevant Events or any other use permitted in accordance with these Terms; and
- (iv) such other area(s) of the Stadium as the Club may from time to time at its absolute discretion designate on 30 (thirty) days' notice to the Client;

“Designated Times” means those periods commencing 2 (two) hours before the commencement and terminating 1 (one) hour following the conclusion of each of the Relevant Events subject always to the discretion of the Club and compliance with the applicable licensing laws and Ground Regulations;

“FA Cup” means The Football Association Challenge Cup (known as ‘The FA Cup’);

“First Team” means the Club's representative first team;

“Force Majeure” and/or “Force Majeure Event” means any circumstance (whether known to the parties are unknown at the time of the Contract) which is not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic (or governmental and/or regulatory response to the same or a public health emergency), terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, interruption or failure of utility service, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority (including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent), non-performance by suppliers or subcontractors;



“Friendly” means a non-competitive, pre-season fixture held at the Stadium and in which the First Team competes during the Licence Period;

“Ground Regulations” means the rules and regulations in force at the Stadium from time to time;

“Guests” means the Client's servants, agents, employees, visitors, attendees or other invitees;

“Home Tie” means a League or Cup Competition fixture in which the First Team is drawn and/or scheduled to play at the Stadium;

“League” means the Premier League or such other domestic football league in which the First Team competes during the Licence Period;

“League Cup” means the English Football League (EFL) Cup;

“Licence” means the licence of the Box by the Club to the Client under the terms of the Contract;

“Licence Fee” means the fee payable for the Licence Package and payable by the Client in consideration of the grant of the Licence at clause 2;

“Licence Package” means the package for the licence of the Box by the Client, as set out in the Booking Confirmation and referred to in clause 7;

“Licence Period” means the period during which the Licence shall be granted to the Client, as set out in the Booking Confirmation;

“Match(es)” means such Friendly, League and domestic Cup Competition game(s) designated as Home Tie(s) as may be played by the First Team at the Stadium during the Licence Period;

“Match Day” means the scheduled day of a Match;

“Match Day Hospitality” means hospitality provided to the Client on a Match Day in accordance with the Licence;

“Relevant Events” means those Matches scheduled to be played at the Stadium as set out in the Annex to these Terms and Conditions;

“Season” means the period within and to which the Licence Period relates, starting with the first official match of the domestic football season (taking place after 1 July in each year) and ending with the last official match of the relevant League as set out in the Booking Form;

“Stadium” means St James’ Park, Barrack Road, Newcastle upon Tyne, NE1 4ST; and

“Stadium Event” has the meaning given by clause 6.2.

1.2 All other terms not defined above shall have the same meaning as set out in the Contract.



1.3 Unless expressly provided otherwise in these terms, where the Client is more than one person or entity or payment of the Licence Fee is funded by one or more entity or person (“Co-obligors”) then the Co-obligors shall be jointly and severally liable for their obligations under the Contract. The Club may take action against, or release or compromise the liability of, a Co-obligor, without affecting the liability of any other Co-obligor.

2. LICENCE

2.1 The Booking Form constitutes an offer by the Client to purchase, in accordance with these Terms and Conditions, the rights in relation to the Box set out in clause 2.2 below and the Advertising Benefits set out in clause 3.1. Upon the issue by the Club of the Booking Confirmation, a contract will come into existence between the Client and the Club for the grant of the Licence, subject always to payment of the Licence Fee as specified in the Booking Confirmation and the conditions set out herein (“the Contract”). 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 (if any) 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 [\[LINK\]](#)

2.2 Subject to the terms of the Contract, in consideration of the Licence Fee the Club hereby grants to the Client for the Licence Period:

- (a) the right (in common with the Club and all others authorised by the Club so far as is not inconsistent with the rights given to the Client) to use:
 - (i) the Box, for the purposes of viewing the Relevant Events in the company only of the permitted number of Client representatives and Guests; and
 - (ii) the Designated Areas, for the purpose of activities ancillary to the viewing of the Relevant Events,

in each case during the Designated Times and in accordance with the Contract, subject always to Force Majeure, any and all Ground Regulations, Supporter Code of Conduct, and Conditions of Issue;

- (b) the right for the Client to use the Box on a maximum of 6 (six) separate occasions for the Client’s private use such as for meetings and/or staff functions (each such occasion not to last longer than 8 (eight) hours in duration) at the Club’s sole discretion. For the avoidance of doubt, such additional use is subject always to:
 - (i) the Client making a prior booking request to the Club specifying the preferred date(s), duration and number of Guest(s);
 - (ii) the Club confirming its express written consent; and
 - (iii) the Contract;



- (c) the right to use the Access Ways, for the purposes of access to and egress from the Box and the Designated Areas.
- 2.3 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 Box and/or the Stadium. 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.
- 2.4 The Club and the Client hereby agree that the grant of the Licence and/or these Terms and Conditions shall not confer any right of exclusive possession of the Box on the Client and, at any time during the Term, the Club may (on giving 7 (seven) days' written notice where reasonably possible) relocate the Client to another Box (including in the event of any construction, development, maintenance or any other works, Force Majeure or unforeseen circumstances affecting the Box and/or the Stadium) as specified in such notice provided that the Club shall use its reasonable endeavours to ensure that, insofar as it is practicable, the alternative area and facilities so provided shall be reasonably equivalent to the Box.
- 2.5 If the Box becomes unavailable for use by the Client for any part of the Licence Period for reasons other than: (i) the action or inaction of the Client or its Guests and/or (ii) a Force Majeure event, and the Club has not made available a reasonably equivalent alternative facility for use by the Client for such part of the Licence Period, the Club shall not be deemed to be in breach of the Contract and (as the Client's sole remedy) shall pay to the Client compensation calculated in accordance with the following formula:

$$\text{Licence Fee} \times \left(\frac{A}{B} \right) = \text{Compensation}$$

Where:

A represents the number of Matches when the Box is unavailable for use.

B represents the number of Matches in the Licence Period referred to above.

- 2.6 The Box and any tickets which may be issued by the Club in connection with the use of the Box 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. For the avoidance of doubt, the Client remains the party responsible at all times for the admission and conduct of its Guests, including in particular, their compliance with clause 4 below.

3. BOX ADVERTISING BENEFITS

- 3.1 In consideration of the payment of the Licence Fee and subject always to clause 3.2 below, the Club shall provide the following Advertising Benefits to the Client for the Licence Period:
- (a) (where an advertising board is expressly stated to be included in the Licence Package for the Box) an advertising board, the artwork and dimensions of which shall be determined by the Club following consultation with the Client and displayed adjacent



to the Box during all Relevant Events **provided always that** and for the avoidance of doubt:

- (i) the Club reserves the right to remove all advertising without prior notice to the Client at all other times outside the Relevant Event period; and
 - (ii) where the Box is situated in the Leazes Stand of the Stadium, the Client acknowledges that the Box has no external signage and therefore the Client agrees that no advertising board will be provided in the Licence Package.
- (b) the name of the Client displayed on the door of the Box during all Relevant Events in a form which shall be determined by the Club following consultation with the Client; and
- (c) the name of the Client displayed during all Relevant Events on a Board displaying the names of all the executive box holders in the reception area to the Designated Areas in a form which shall be determined by the Club following consultation with the Client.

3.2 The Client and the Club hereby each acknowledge and agree that the Club shall not be in breach of any obligation to the Client where the Club is prevented from providing any of the Advertising Benefits on account of any obligations of or restrictions imposed upon the Club (whether regulatory, contractual or otherwise) to:

- (a) any relevant sports governing body (including but not limited to FIFA, UEFA, The Football Association, The Premier League, and The English Football League);
- (b) any sponsor of any competition or tournament in which the Club is engaged or for which the Stadium is a designated venue;
- (d) any broadcasting organisation having rights to broadcast in respect of any of the Relevant Events or any event of whatever nature taking place at the Stadium;
- (e) any promoter of any event of whatever nature taking place at the Stadium; and/or
- (f) any sponsor and/or partner of the Club from time to time.

Further and for the avoidance of doubt, the parties acknowledge that if, for whatever reason, the Club is unable to deliver any of the Advertising Benefits precisely as set out in these terms, the Club may substitute alternative rights in the nature of the Partnership Rights to an equivalent value without penalty.

3.3 The reasonable cost of the preparation of any artwork and/or signage to be displayed by the Club in accordance with this clause 3 shall be borne by the Club save where the Club and Partner (acting reasonably) are unable to agree the form and/or content of such artwork and/or signage. In such circumstances:

- (a) the Client may at its own expense produce such artwork and/or signage as it requires provided always that such artwork and/or signage does not contain any image or material which the Club considers at its sole direction to be offensive or inappropriate for public display within the Stadium; and
- (b) the Club may, at its absolute discretion, either:



- (i) consent to display the same in accordance with this clause 3; or
- (ii) reject the same and display such artwork and/or signage on behalf of the Client as the Club at its absolute discretion sees fit.

4. BOX BOOKING CONDITIONS

- 4.1 Each Booking Form shall remain provisional until the Club issues a Booking Confirmation and until any required payment instalment and/or deposit is paid by the Client in accordance with these terms.
- 4.2 The Club may change the Licence Package and/or the Match Day 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.
- 4.3 The Box and Licence Package as detailed in the Booking Form shall, at the discretion of the Club, be reserved for the Client for up to 14 (fourteen) days from the date of submission indicated on the Booking Form.
- 4.4 The Club shall not accept responsibility for any delay that may be caused by any Booking Form which is completed incorrectly by the Client.
- 4.5 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 these Terms and Conditions, 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 Licence Package (as detailed in the Booking Form and/or Booking Confirmation).
- 4.6 The Club cannot guarantee that the usage anticipated under Clause 2.2 will proceed as planned at the time of the Contract; for example the Club cannot guarantee that any Match (or Relevant Event) will be played as scheduled or otherwise. 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 a Match Day (e.g. as a result of television broadcasting rescheduling or otherwise) or prior to admission to the Stadium on a 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;
- (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 be entitled to attend the rearranged Match at no extra charge to the Client but, in such circumstances, food and beverage services may be provided to the Client for the rearranged Match at the sole discretion of the Club;
- (c) due to the Seasonal nature of the Licence Package, if an individual Match is cancelled (whether before or after kick off) and such Match is not rearranged, the Client shall not be entitled to a reduction or refund of the Licence Fee (or pro rata value of the Match Day Hospitality for the cancelled Match).

In each of the circumstances set out in this clause 4.6, the Club shall not be deemed to be in breach of these Terms and Conditions and the position set out above 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.

- 4.7 Except where the Club has provided a Booking Confirmation, the Club reserves the right at its sole discretion to reject any completed Booking Form.
- 4.8 If there is any inconsistency between these terms, the Booking Form or the Booking Confirmation, the provisions of these Terms and Conditions shall prevail.

5. PAYMENT TERMS

- 5.1 Unless payment terms are offered to the Client (at the Club's sole discretion) in accordance with clause 5.2, at the date and time of the Booking Confirmation the Club shall charge and the Client shall pay the Licence Fee. The Club also reserves the right to charge the Client a deposit in respect of the Licence Package (the amount of such deposit required shall be as set out in the Booking Confirmation). Where the Club provides for a deposit to be paid in the Booking Confirmation, the deposit will be credited against the Licence Fee. The Licence Fee is to be paid no later than the next banking day after the date of the Booking Confirmation, and the time for such payment shall be of the essence. In the event of default by the Client, the Club may cancel the Licence and the Licence Package. If the Licence and the Licence Package 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.
- 5.2 In the event that the Club exercises its discretion to offer payment terms to the Client, the following provisions shall apply:
 - (a) where the Licence Fee is the sum of £5,000 or less, payment must be received by the Club in accordance with clause 5.1; or



- (b) where the Licence Fee is a sum of more than £5,000 and up to £10,000, the payment terms (wherever offered by the Club in its sole discretion) are such that a sum equal to 50% of the Licence Fee shall be due and payable by the Client upon the date of the Booking Confirmation, and the sum equal to the remaining 50% of the Licence Fee shall become due and payable by the Client on the first banking day of the month following that of the Booking Confirmation; or
- (c) where the Licence Fee is a sum of more than £10,000, the payment terms (wherever offered by the Club in its sole discretion) are such that a sum equal to 25% of the Licence Fee shall be due and payable by the Client upon the date of the Booking Confirmation, and a sum equal to 25% of the Licence Fee shall fall due and payable upon the first banking day of each of the successive three months following that of the Booking Confirmation;

Wherever the Client fails to meet the payment terms and dates of this Clause 5.2 (for example, a due instalment becomes overdue), the whole remaining balance of the Licence Fee shall immediately become due and payable by the Client and in the event of default the Club may revoke the Licence and cancel the Licence Package and shall be entitled to retain such deposit or amounts already 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.

- 5.3 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.
- 5.4 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 Day 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.
- 5.5 Any additional goods or services provided by the Club in addition to those included in the Licence Package 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.
- 5.6 In the event of any invoice issued under 5.5 above not being discharged in full within the 14 day period, the Club reserves the right to suspend the Licence and the Licence Package, the provision of the Additional Goods and Services and/or terminate the Contract.
- 5.7 All bar bills, accounts and related expenses ("Bar Expenses") are expressly excluded from the Licence Fee and shall be payable by the Client in addition to any Licence Package catering expressly specified in the Booking Confirmation. Unless other terms are specifically offered by the Club (at its sole discretion), Bar Expenses will be payable at the point of purchase upon the Match Day to Sodexo Limited (whom, 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.

- 5.8 If the Client fails to pay any sum due and payable to the Club under clause 5.1, 5.2 and/or clause 5.5 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) above the base rate of Barclays Bank PLC from shall be applied.

6. CANCELLATION

- 6.1 Where the Client is a consumer, the Client may exercise its applicable rights under the Consumer Contracts Regulations 2013 as applicable to online purchases where purchasing a Licence Package online and/or the Consumer Rights Act 2015.
- 6.2 Subject to clause 6.1, upon 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 Licence Fee) by the Client; and to the extent the whole of or any part of the Licence Fee has not been paid, such amount shall remain due and payable by the Client.
- 6.3 Subject to clause 6.1, after issuance of the Booking Confirmation to the Client, the Licence Package may not be cancelled.

7. CLIENT UNDERTAKINGS

- 7.1 The Client agrees and undertakes:
- (a) subject to clause 2.2 above:
 - (i) to use the Box only for the purposes of viewing the Relevant Events on designated Match Days;
 - (ii) only by prior arrangement at the Club's sole discretion, to use the Box for meetings other than on a Match Day when no Relevant Event(s) are taking place; and
 - (iii) save as may be permitted by (ii) above, not to use the Box for the purpose of any trade or business of the Client or of any other person for the duration of the Relevant Event(s).
 - (b) not to permit any persons other than the permitted number to enter the Box for the purpose of viewing the Relevant Event(s);
 - (c) that it shall ensure that itself and the Client's servants, agents, employees, visitors, attendees or other invitees ("Guests") shall:
 - (i) 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;

- (ii) Comply with the Home Match Ticket Conditions of Issue;
 - (iii) Comply at all times with the Supporter Code of Conduct;
 - (iv) 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.
- (d) to ensure that all persons entering the Box and/or Designated Areas as its representatives and/or Guests shall be smartly dressed in accordance with the dress code policy laid down by the Club from time to time. The Club reserves the right to refuse access to any person not complying with the appropriate dress code policy;
- (e) to ensure that no persons entering the Box and/or Designated Areas as the Client's representatives and/or Guests shall consume alcohol save:
- (i) during the time period(s) and relevant terms determined by the Club from time to time within the Designated Times and specified by notices posted within the Box; and
 - (ii) in a responsible and safe manner,
- provided always that the Client shall ensure that no representative and/or Guest under the age of 18 (eighteen) years will consume alcohol in the Designated Area or the Stadium;
- (f) to ensure at all times that all persons entering the Box and/or Designated Areas as the Client's representatives and/or Guests observe and conform in all respects with any and all Ground Regulations, Mandatory Policies, ticket conditions of issue, the Contract, and with any and all other rules and regulations from time to time stipulated by the Club (including but limited to the Safeguarding Policies) and/or any sports governing body (including but not limited to FIFA, UEFA, The Football Association, The Premier League, and The English Football League);
- (g) to ensure at all times that all persons entering the Box and/or Designated Areas as the Client's representatives and/or Guests observe and conform with such statutes and regulations governing the use of the Stadium whether made by Central or Local 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 as may be amended from time to time);
- (h) to ensure at all times that persons entering the Box and/or Designated Areas as the Client's representatives and/or Guests 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 clause 7.1(g) above;

- (i) not to bring any furniture, equipment, goods or chattels into the Stadium or the Designated Areas or the Box save as may be absolutely necessary for the exercise of the rights granted in clause 2 above;
- (j) to comply with the Club's CCTV and Imaging policy and not to bring into the Box and/or Designated Areas or to use within the Stadium 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. Mobile phones shall be permitted within the Stadium provided that they are used for personal and private use only;
- (k) to refrain from at any time bringing any food or beverages into the Box and/or Designated Areas which have not been purchased from the Club at the Stadium;
- (l) not to obstruct the Access Ways or cause the same to become dirty or untidy by leaving refuse or otherwise;
- (m) not to display any sign or notice at the Stadium the Designated Areas the Access Ways and/or the Box save those provided by the Club under clause 3;
- (n) not to use the Stadium the Designated Areas the Access Ways or the Box in such a way as to cause a nuisance, damage, disturbance annoyance, interference or inconvenience to the Club to the said areas or to any adjoining or neighbouring areas or to any person using the said areas or adjoining or neighbouring areas;
- (o) not to do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Stadium or which would or might vitiate in whole or in part any insurance effected in respect of the Stadium from time to time;
- (p) to indemnify the Club and keep the Club indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising out of or in connection with this Licence or any breach of the Client's undertakings contained in clause 7 or the exercise or purported exercise of any of the rights granted under clause 2 and/or clause 3;
- (q) without prejudice to any and all of the Club's rights in respect of any breach of the Contract and/or the Licence:
 - (i) to make good at the Client's expense any damage to the Stadium, the Designated Areas, the Access Ways and/or the Box and/or to the furniture and appointments which are attributable wholly or partly to any act or omission of the Client and/or its representatives and/or its Guests other than fair wear and tear;



- (ii) to indemnify the Club against any costs damages and expenses incurred by the Club in making good the said damage on behalf of the Client (which the Club shall be entitled at its sole discretion to do) in the event that the Client shall not have made good such damage within 7 (seven) days of the said damage having occurred;
- (iii) not to impede in any way the Club or its officers servants or agents in the exercise of the Club's rights of possession and control of the Stadium and every part of the Stadium;
- (iv) not to make any alterations or additions to the Box whatsoever without the prior written consent of the Club (including in relation to any branding that would be visible from the Stadium bowl other than as agreed in respect of the Advertising Benefits (if any)). In the event that the Club provides such consent the Client shall: (i) be responsible for making any such alterations or additions, which shall at all times be in accordance with the Client's consent (and any conditions attaching to the same); (ii) be responsible for the maintenance and upkeep of such alterations or additions, to a high standard; (iii) be responsible for the removal of any such alterations or additions and for restoring the Box to its original state prior to expiry of the Licence Period; and (iv) be responsible for all costs in relation to such alterations or additions, including in relation to each of parts (i) to (iv) above (inclusive). Further, the Client acknowledges and agrees that the Club may, in its discretion, make alterations or additions to the Box from time to time; and
- (r) not use the Box and/or any access to the Box as a gift, prize or similar or for any public promotional purposes or otherwise re-sell use of the same and shall not (and shall procure that Guests shall not) do anything which is derogatory to and/or brings the Club into disrepute.
- (s) to be responsible for the behaviour of its representatives and/or Guests and the Client shall indemnify the Club against any and all loss or damage suffered by the Club caused directly or indirectly by the Client or any of its representatives and/or Guests.
- (t) where the Client requires additional seat(s) in the Box or to make special dietary requirement requests for a Relevant Event, to make such request(s) in writing to their Club appointed account manager no later than 48 (forty-eight) hours prior to the Relevant Event. Requests for additional seat(s) in the Box may be granted at the sole discretion of the Club and shall be booked subject to and in accordance with the Club's Single Match Terms & Conditions, available from the Club's website.

7.2 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 Licence Package 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.

7.3 Any person who behaves in contravention of the terms of this clause 7 above or acts in a manner to bring the Club's good name into disrepute or is otherwise, for whatever reason and/or at the sole discretion of the Club, barred or banned from entering the Stadium, may



be ejected from the Stadium and refused admission subsequently to any part of the Stadium by means of ticket or hospitality package.

- 7.4 For the avoidance of doubt, if the Client, its representative and/or Guests are in breach of any of the terms of clause 7, the Club has the right to:
- (a) ban the Client and the representative(s) and/or Guest(s) from the Stadium with immediate effect; and
 - (b) cancel the Licence at the Club's sole discretion with no further warning or notice to the Client.

No refund will be made to the Client if they are banned or restricted access to the Stadium under such circumstances.

- 7.5 The Club shall not be liable for stolen or counterfeit tickets purchased through unauthorised sources and reserves the right to refuse admission upon the presentation of such counterfeit ticket.
- 7.6 No ticket, order, Licence or Licence Package (or part thereof) shall be resold or transferred by the Client without the prior written consent of the Club. Any such consent shall be subject to the Client ensuring that the purchaser or transferee agrees to be bound by the terms set out in the Contract.
- 7.7 The Club reserves the right not to accept any ticket that is unreadable due to mutilation of any kind.
- 7.8 The Club reserves the right to search any person entering its premises and to refuse entry to any person refusing to submit to a search.
- 7.9 The prior written consent of the Club is required for any entertainment or services that the Client wishes to provide on the Club's premises or on any other premises at which the Match Day Hospitality is provided, for the benefit of itself or its Guests.
- 7.10 The Client acknowledges that the Club's premises is a NO SMOKING STADIUM and agrees that it will not and will procure that its Guests will not, smoke in the Club's premises, or any part of them at any time. For the avoidance of doubt, the prohibition on smoking includes the use of electronic cigarettes, personal vaporizers or any other form of electronic nicotine delivery systems (ENDS).
- 7.11 If the Match Day Hospitality is used for any other purpose other than that stated in the Contract the Club hereby reserves the right to terminate the Contract with immediate effect, without liability to the Hirer and without prejudice to the Club's other rights contained in these Terms and Conditions.
- 7.12 In any event the Client shall not use the Licence Package or any part of it for any activities or conduct which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the Club, other clients, or any other occupiers of any areas of the Club's premises or the owner or occupier of any neighbouring property.



7.13 To ensure safety and security at each Match(es) upon request by the Club (at the Club's discretion) prior to one or more Match(es) during the Season the Client shall provide the Club with details of its guests (including any Match opponent team affiliations or support) prior to the Match(es). Guest lists will be destroyed following the Match and no data will be kept on file by the Club. Failure or refusal by the Client to comply with this clause 7.13 may result (at the Club's sole discretion) suspension of the Licence and/or the Licence Package or termination of the Contract without liability to the Client.

7.14 If the Client fails to pay the Licence Fee 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) above the base rate of Barclays Bank PLC shall be applied.

8. CLUB'S UNDERTAKINGS

8.1 The Club agrees and undertakes:

- (a) to provide suitable and reasonably priced catering services at such areas forming part of the Designated Areas as the Club shall at its absolute discretion sees fit;
- (b) to provide the following to the Client:
 - (i) 2 (two) free of charge car parking spaces per Box within reasonable proximity to the Stadium for use solely on Match days;
 - (ii) a Match day programme for each Guest; and
 - (iii) 1 (one) Club pin badge for each Guest;
- (b) to provide, by prior arrangement and upon reasonable notice of the Client's requirements having been given to the Club, suitable and reasonably priced catering services at the Box PROVIDED ALWAYS THAT any and all costs in relation to the catering services shall be borne by the Client, including the cost of all beverages (whether such beverages are ordered at any bar in the Stadium and/or are available in the Box such as in a mini bar/fridge or otherwise) and the terms on which the said catering services are supplied shall be determined by the Club (including the payment terms in respect of the catering services, for example, the Club may require the Client to pay for the catering services by separate invoices to be issued by the Club's catering provider and the Club) and notified to the Client in advance of the date of the Relevant Event at which the said services are to be supplied;
- (c) to use its reasonable endeavours to maintain a satisfactory standard of service at all times in connection with the performance of its obligations pursuant to the Licence; and
- (d) to maintain at all times in force a policy of insurance issued by a reputable insurer pursuant to which the Box may be repaired or refurbished at no cost to the Client in



the event of damage or destruction (without prejudice to the Club's rights under the Contract).

- 8.2 The Club will take reasonable precautions for the security of the Box 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 Box or elsewhere at and/or near the Stadium.

9. RENEWAL AND FURTHER EVENTS

- 9.1 Upon expiry of the Licence Period the Licence shall determine immediately and the Club may, in its discretion, offer to the Client a further licence of the Box (or such alternative executive box as the Club may determine) and supply of the Advertising Benefits upon these terms or such other terms as the Club shall at its absolute discretion designate by written notice to the Client.

- 9.2 In respect of any event taking place at the Stadium which is not a Relevant Event ("Stadium Event") the Client is not granted any right to occupy the Box.

10. AWAY TICKETS

- 10.1 As a licensee, the Client is eligible to apply for tickets for Away Tie(s) ("Away Tickets") which will be allocated and sold by the Club via a ballot system.

- 10.2 The Client must enter the relevant ballot prior to the date and time specified by the Club in order to be included in the ballot for the allocation of Away Tickets. The Client acknowledges and agrees that the Club does not guarantee that, by entry into the ballot system, the Client will receive the total number applied for or indeed any Away Ticket(s) and the Club is not liable for any costs incurred by the Client in organising transport and/or accommodation for an Away Tie for which they are not allotted Away Tickets.

- 10.3 The Client is entitled to apply for a maximum of 4 (four) Away Tickets per Away Tie.

- 10.4 The Client (including any officer, employee, representative or other person authorised by it to exercise rights under this clause 10) shall not accrue Club supporter loyalty points for purchasing Away Tickets through the Club's allocation of Away Tickets for its hospitality clients.

- 10.5 If the Client is successful in the Away Ticket ballot, they will be contacted by the Club to confirm the allotted allocation of Away Ticket(s) and to obtain payment in full. Ticket allocation is not confirmed until full and final payment has been received by the Club. If payment is not received by the Club at the point of contact in respect of the allotted allocation of Away Tickets, then the Client shall forfeit the right to purchase the relevant Away Tickets and the Club may reissue such Away Tickets at its discretion.

- 10.6 The Clients acknowledges and agrees that, in relation to Away Tickets, the Client shall remain under and subject to the same obligations as to conduct as are set out in clauses 7.2 to 7.6 inclusive of this Licence. Any breach of these Terms and Conditions will, notwithstanding any other rights exercisable by the Club at its discretion, result in the Client being ineligible to enter future ballots for Away Tickets.



10.7 Away Tickets awarded by the Club through the ballot system in accordance with this clause 10 are intended solely for use by the Client. Away Tickets are non-transferable and must not be resold.

11. FORCE MAJEURE

11.1 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 before, during or after the submission of the Booking Form and up to and including the day of the Relevant Event (whether implemented by football authorities, local government or national government) and which impact the Relevant Event or Match Day in any respect whatsoever (or which cause the Relevant Event or Match or Match Day to be postponed, cancelled or rescheduled) shall constitute a Force Majeure Event for the purposes of the Contract.

11.2 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 laws and/or regulations and/or 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.

11.3 In the event that a Force Majeure Event prevents the Club permanently and/or for the duration of the Season 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.

12. TERMINATION

12.1 The rights granted in clause 2 and clause 3 shall terminate (without prejudice to the Club's other rights in respect of any breach of the undertakings of the Client):

- (a) immediately on notice given by the Club at any time following any breach by the Client of its undertakings set out at clause 5 or 7 provided that, if the breach is capable of remedy (save for payments, where time remains of the essence), such notice shall only be given if the Client shall not have remedied the said breach within 14 (fourteen)



days of receipt of written notice specifying the breach and requiring the same to be remedied;

- (b) immediately upon the final day of the Season and/or of the Licence Period;
- (c) immediately if the Client (being an individual or firm) becomes bankrupt and/or enters into an individual voluntary arrangement with its creditors and/or makes any arrangement with its creditors generally and/or has an interim receiver or receiver appointed in respect of its assets; or
- (d) immediately if the Client (being a company) becomes insolvent and/or has a receiver or administrative receiver or administrator appointed over the whole or any part of its undertaking and/or assets and/or makes any arrangement with its creditors and/or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction on a solvent basis).

12.2 The Client may terminate the Contract if the Club commits a material breach of these terms which cannot be remedied after the Club being given written notice of the breach by the Client.

12.3 Termination or expiry of the Licence 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 the Licence (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 Box to any third party following expiry or termination of the Licence.

13. ANTI-BRIBERY & ANTI-CORRUPTION

13.1 Each party warrants and undertakes to the other party that:

- (a) it is, and all persons exercising its rights or discharging its obligations on its behalf are, and will at all times be fully compliant with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (the “Anti-Bribery Requirements”);
- (b) it has and shall maintain adequate procedures, methodologies and structures in place to prevent persons associated with it from undertaking conduct that might amount to a breach of the Anti-Bribery Requirements and which at least meet or exceed the procedures, methodologies and structures recommended by prevailing government-issued guidance and those implemented in accordance with good industry practice for that party’s business sector;
- (c) it shall promptly disclose to the other party in writing any instance of soliciting, receiving from or offering to any third party any bribe or other benefit in connection with its performance of this Contract.



- 13.2 Each party warrants, represents and undertakes that it (and any person associated with it and any employee, agent, permitted sub-contractor, representative or advisor) has not and will not directly or indirectly make any payment or transfer anything of value where any such payment or transfer could, under the laws of any jurisdiction, be considered to have the purpose or effect of public or commercial bribery or to constitute the acceptance of, or acquiescence in, corruption, extortion, kickbacks or other unlawful or improper means of obtaining business. Each party shall promptly give written notice to the other upon a breach, or suspected breach, of its obligations under this clause 13.
- 13.3 Either party may terminate this Contract by giving notice to the other, if, in connection with the supply of goods or services or the exercise of the Partnership Rights the defaulting party or any person appointed or employed by it or acting on its behalf (either with or without the knowledge of the other party):
- (a) accepts, solicits, agrees to receive, promises, offers or gives a bribe, a facilitation payment, a kickback or other improper payment; and/or
 - (b) commits an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws or regulations.

14. ANTI-SLAVERY

- 14.1 In performing its obligations under the Contract, the Partner shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.
- 14.2 The Client shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
- 14.3 The Client shall indemnify the Club against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Club as a result of any breach by the Client of applicable Anti-slavery and human trafficking laws.

15. ANTI-FACILITATION OF TAX EVASION

- 15.1 Each Party shall not engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 15.2 Each Party shall have and maintain in place throughout the term of this Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another (including without limitation the employees of either party) and to ensure compliance with Clause 15.1.



- 15.3 Each Party shall promptly report to the other any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Contract.
- 15.4 Each Party shall provide such supporting evidence of compliance with this Clause 15 as the other Party may reasonably request.
- 15.5 Breach of this Clause 15 shall be deemed a material breach under Clause 10.2(b).
- 15.6 For the purposes of this Clause 15, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with a Party includes but is not limited to any subcontractor of the Party.

16. SAFEGUARDING

- 16.1 In this Clause 16 and the Licence, the following terms have the meanings set out below:

“safeguarding children and young people” is the action taken to promote the welfare of children and young people and protect them from harm. This means protecting them from abuse and maltreatment, preventing harm to their health or development, ensuring they grow up with the provision of safe and effective care, and taking action to enable all children and young people to have the best outcomes;

“safeguarding adults” means protecting an adult’s right to live in safety, free from abuse and neglect. It is about people and organisations working together to prevent and to stop both the risks and experience of abuse and neglect, while at the same time making sure that the adult’s wellbeing is promoted including, where appropriate, having regard to their views, wishes, feelings and beliefs in deciding on any action;

“children and young people” means any person under the age of 18 (eighteen);

“adults at risk” means any person aged 18 (eighteen) or over who has needs for care and support (whether or not the local authority is meeting any of those needs) and is experiencing, or at risk of, abuse or neglect and as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect. This may include people with learning disabilities, sensory impairments, mental health needs, older people and people with a physical disability or impairment. It may also include people who are affected by the circumstances that they are living in, for example, experiencing domestic violence (this list is not exhaustive). An individual’s level of vulnerability to harm may vary over time depending on the circumstances they are in and their needs at that time;

“allegation” means information from any source which suggests any person who has previously, does currently or is seeking to work at the Club or the Client whether in a paid, voluntary, consultancy or third party capacity has harmed or abused a child or adult at risk; and

“complaint” means information from any source sharing concerns about an adult’s behaviour in relation to a child or adult at risk.



16.2 The parties acknowledge and agree that:

- (a) they each recognise that ensuring that good safeguarding arrangements are in place during this Contract is a priority matter;
- (b) the responsibility to safeguard and promote the welfare of children, young people and adults at risk applies to those working at each of the Club and the Client (in particular, but not restricted to, while at the Stadium), each of which shall procure that its respective employees, consultants, sub-contractors, advisors, agents and volunteers adheres strictly to:
 - (i) the Club's Safeguarding Policy in force from time to time;
 - (ii) The Premier League Safeguarding policy and mandatory guidance 2018/19;
 - (iii) The FA's Affiliated Football Safeguarding Children policy and procedure guidance, Sept 2017. "Let's Make Football Safe – Not Sorry"; and
 - (iv) applicable statutory legislation in force from time to time.
- (c) they shall each direct and report any allegation or complaint as soon as possible to the Club's Safeguarding and Welfare Officer.

17. GENERAL

- 17.1 No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.2 This Contract constitutes the whole agreement between the parties as set out in clause 4.5 above. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. Nothing in this sub-clause shall limit or exclude any liability for fraud.
- 17.3 The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17.4 Each party shall bear its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Contract and any documents referred to in it.
- 17.5 Each party shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may be required for the purpose of giving full effect to this Contract.



- 17.6 If a provision of this Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of this Contract shall not be affected. The parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 17.7 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.8 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England & Wales. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 17.9 Time shall be of the essence in respect of any dates, times and periods specified in clause 6 and in respect of any dates, times and periods which may be substituted for them in accordance with this Contract, or by agreement in writing between the parties.
- 17.10 A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. Each and every obligation of the Client under this Contract is owed to each of the Club's Affiliates, each of whom may enforce the terms of these Conditions and references to the Club in the context of the Client's obligations shall be construed accordingly.
- 17.11 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.12 If this Contract is additionally signed in, or is translated into, any language other than English, the English language version shall prevail.

18. DATA PROTECTION & PROCESSING

- 18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 18.2 Without prejudice to the generality of clause 18.1, the parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of any personal data (as defined by the Data Protection Legislation from time to time) to the other for the duration and purposes of this Contract.
- 18.3 Either party may, at any time on not less than 30 (thirty) days' notice, revise this clause 18 by replacing it with any applicable controller to processor standard clauses or similar terms (which shall apply when replaced by attachment to this Contract).



- 18.4 The Club is the data controller in respect of the personal data (each as defined in the Data Protection Legislation) it collects, stores, processes and deletes in relation to the Client.
- 18.5 The Club shall keep secure the information which the Client provides to it together with other information the Club has from the Client's dealings with the Club and its commercial licensees (whether the information is paper based or held in our computerised databases) and will process and use it in accordance with applicable Data Protection Legislation to:
- (a) (for the performance of the Club's obligations under this Contract (as applicable)) administer any services and/or products which the Club provides to the Client;
 - (b) (only where the Client has given its express consent to receiving communications from the Club) understand the Client's preferences and profile so that the Club can improve the services which it offers; and
 - (c) (only where the Client has given its express consent to receiving communications from the Club) enable the Club to provide the Client directly with promotional offers, materials or information which the Club believes may be of interest to the Client.
- 18.6 The Club teams up with a selection of carefully chosen commercial licensees to bring fans a diverse range of opportunities and offers (including financial services offers) at competitive prices (an up-to-date list of the Club's commercial licensees and details of the offers they may make available can be seen on the Club's website or obtained on request from the Club at St. James' Park, Newcastle Upon Tyne, NE1 4ST). The Club will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client's personal data (as defined in the Data Protection Legislation) to any commercial licensee for the duration and purposes of this Contract. Where the Client opts in, it consents expressly to the Club and/or the Club's commercial licensees (as applicable) contacting the Client with details of offers:
- (a) by post;
 - (b) by telephone;
 - (c) by text/picture/video message;
 - (d) by digital television;
 - (e) by fax; or
 - (f) by e-mail;

in each case, only where the Client has given its express consent to the Club processing its personal data (as defined in the Data Protection Legislation) in such manner and being contacted by a commercial Client of the Club via such means. The Client can withdraw such consent at any time by contacting hospitality@nufc.co.uk.

- 18.7 The Club's commercial partners may let the Club know if the Client has expressed an interest in their offer(s). The Client is under no obligation to buy anything from the Club or any



commercial Client to whom the Club may lawfully share the Client's personal data by express consent under this Licence.

- 18.8 The Club may monitor or record calls for security purposes and to improve the quality of our services to the Client.
- 18.9 The Client has the right to request a copy of the personal data which the Club holds about the Client and to correct any inaccuracies.
- 18.10 The Club's full privacy policy is available free of charge from The Data Protection Officer, St. James' Park, Newcastle upon Tyne, NE1 4ST.



Annex

Relevant Events – Season 2022/2023

Category	Number of Match(es) included in the Licence Fee
Premier League	19 Premier League Home Ties
League Cup	First Home Tie of the Season only, subject to paragraph I below.
FA Cup	First Home Tie of the Season only, subject to paragraph I below.
Friendly	One Friendly (which, in the event that more than one Friendly is arranged, the Client shall be allocated one of such Friendlies at the Club's sole discretion which will be notified to the Client in writing as soon as reasonably practicable following the scheduling of such Friendly)

1. In the event that the Club is not drawn in a Home Tie in the League Cup, the Client will (where applicable) be offered use of the Box at a second Home Tie of the FA Cup.
2. The Client shall have:
 - (a) a 7 (seven) day priority period from the date of confirmation of the relevant Home Tie in a Cup Competition;
 - (b) a 3 (three) day priority period from the date of confirmation of any Home Tie which is scheduled as a replay of a Cup Competition;

within which to:

- (i) (in the case of the above Cup Competition Match(es) which are included in the Licence Fee) confirm in writing its intended use of the Box to the Club for the Relevant Event; and
 - (ii) (in the case of any Cup Competition Match(es) which are not included in the Licence Fee) request in writing its use of the Box to the Club for such Match(es) which, subject to confirmation of acceptance by the Club, shall be booked subject to and in accordance with the Club's Single Match Terms & Conditions, available from the Club's website.
3. For the avoidance of doubt, due to the Seasonal nature of the Licence Package, in the event that the Club is not drawn in Home Tie(s) in the relevant Cup Competition(s) prior to its elimination and/or no Friendlies are arranged, save as provided in paragraph I above, the Client shall not be entitled to any alternative Match Day Hospitality or reduction or refund of the Licence Fee (or pro rata value of the Match Day Hospitality for such Match(es)) and, in such circumstances, the Club shall not be deemed to be in breach of these Terms and Conditions.