

1. BASIS OF AGREEMENT

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**").

1.1 Please read these Terms and Conditions 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.

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

1.3 If NUFC needs to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in the Booking Form or Booking Confirmation.

1.4 The words "writing" or "written" in these Terms and Conditions shall include email.

2. MATCHDAY HOSPITALITY

2.1 The Client shall be entitled to the hospitality set out in the Booking Form and/or Booking Confirmation (as the case may be) ("**Match Day Hospitality**") at the following:

(a) 19 (nineteen) Premier League Home Ties;

(b) the first League Cup Home Tie of the Season only, subject to clause 2.5 below;

(c) the first FA Cup Home Tie of the Season only, subject to clause 2.5 below; and

(d) 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),

(each a "**Match**" and together referred to as "**Matches**") to be played during the relevant Season at St James' Park, Newcastle upon Tyne NE1 4ST ("**Stadium**") upon issue by the Club 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 (as the case may be) in accordance with clause 7 ("**Contract Price**") and the conditions set out in clause 3.

2.2 In these Terms and Conditions:

"**Away Tickets**" has the meaning given in clause 7.1;

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

"**Cup Competition**" means (i) the League Cup or (ii) The FA Cup;

"**FA Cup**" means The Football Association Challenge Cup (known as 'The FA Cup');

"**First Team**" means the Club's representative men's first team;

"**Friendly**" means a non-competitive, pre-season fixture held at the Stadium and in which the First Team competes

"**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 Cup**" means the English Football League (EFL) Cup;

"**Season**" means the period starting with the first official Match of the domestic football season (taking place after 1 July 2022) in which the Club's First Team plays at the Stadium and ending with the last official Match of the relevant league in 2023 as set out in the Booking Form OR Booking Confirmation.

- 2.3 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 of unexpected limits on the Club's resources which it could not reasonably plan for, 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.
- 2.4 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 the Client can cite the order number whenever you contact NUFC about the Client's order.
- 2.5 In the event that the Club is not drawn in a Home Tie in the League Cup, the Client will (where applicable) be offered the Match Day Hospitality at a second Home Tie of the FA Cup.
- 2.6 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 Contract Price) confirm in writing to the Club its intended use of the Match Day Hospitality for the relevant Match; and
 - (ii) (in the case of any Cup Competition Match(es) which are not included in the Contract Price) request in writing to the Club the Match Day Hospitality 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.
- 2.7 For the avoidance of doubt, due to the Seasonal nature of the Match Day Hospitality, 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 if no Friendlies are arranged, save as provided in clause 2.5 above, the Client shall not be entitled to any alternative Match Day Hospitality or reduction or refund of the Contract Price (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.
- 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 Client/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 [\[LINK\]](#)
- 3.2 Each order 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 Clause 7.
- 3.3 The Match Day Hospitality as detailed in the Booking Form shall, at the discretion of the Club, be reserved for the Client for up to 14 days from the date of submission indicated on the Booking Form.
- 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 Contract and the Contract shall constitute the entire agreement between the Club and the Client, superseding and extinguishing all previous agreements relating to the Season, 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 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. Such changes will not affect any Contract(s) already made with the Club or Match

Day Hospitality already enjoyed in the Season, but any future Match Day Hospitality or orders will be subject to the new terms and conditions. No alteration or amendment to this Contract shall be binding unless agreed in writing by the Club.

- 3.7 These Terms and Conditions shall not confer any right of exclusive possession on 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 the event of any 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 3.7 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).
- 3.8 The Club cannot guarantee that any Match 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 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;
 - (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 and, in such circumstances, the Club may also provide food and beverage services at its sole discretion;
 - (c) due to the Seasonal nature of the Match Day Hospitality and the Contract Price, 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 Contract Price (or pro rata value of the Match Day Hospitality for the cancelled Match).

In each of the circumstances set out in this clause 3.8, 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.

- 3.9 Except where the Club has provided a Booking Confirmation, the Club reserves the right at its sole discretion to reject any completed Booking Form.
- 3.10 This Contract shall only entitle the Client to make use of the designated suite and/or area referred to in the Booking Confirmation at any Match(es) at the Stadium during the Season specified in the Booking Confirmation ("**Contract Term**"), subject to clause 3.8 above.
- 3.10 If there is any inconsistency between these Terms and Conditions, the Booking Form or the Booking Confirmation, the provisions of these Terms and Conditions shall prevail.

4. CLIENT RIGHT TO MAKE CHANGES

- 4.1 If the Client wishes to make a change to the Booking Confirmation during the Contract Term, the Client must contact the Club. The Club will inform the Client whether or not the Club consents to the proposed change. If the Club is willing to consent to such change, the Club shall inform the Client of any change(s) to the Contract Price and/or any price(s) relating to the Match Day Hospitality, or anything else which will be necessary as a result of the requested change(s). The Club will then request the Client's confirmation in writing that it wishes to proceed with

the change(s) in such circumstances and, upon the Client's acceptance, the Contract will be varied by mutual consent.

- 4.2 The Client is required to make all requests for extra ticket(s) in addition to those included within the Match Day Hospitality and/or special dietary requests for an individual matchday in writing to their Club appointed account manager no less than 48 (forty eight) hours before the scheduled day of the Match.
- 4.3 All requests for additional ticket(s) shall be granted at the sole discretion of the Club and, being subject to availability, shall remain provisional until the Club issues a Booking Confirmation in relation to such additional ticket(s) and (if applicable) until any required payment and/or deposit is duly paid by the Client in accordance with Clause 8. Additional ticket(s) shall be booked subject to and in accordance with the Club's Single Match Terms & Conditions, available from the Club's website.

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
- (c) to implement operational or technical adjustments and improvements.

6. MATCH DAY HOSPITALITY PACKAGES

Before or at the time of the Booking Confirmation being issued to the Client, the Club may at its discretion notify the Client of any other hospitality package(s) available to the Client at such time (each referred to as a "**Package**") for any match(es) or events during that Season. Each such Package shall be as set out in the relevant booking form and/or booking confirmation and subject to the same terms as this Contract (unless other terms and conditions relating to such match(es) or event(s) are notified to the Client in the relevant booking confirmation).

7. AWAY TICKETS

- 7.1 The Client is eligible to apply for tickets to Away Tie(s) ("**Away Tickets**") which will be allocated and sold by the Club via a ballot system.
- 7.2 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.
- 7.3 The Client acknowledges and agrees that any ballot application shall be limited to:
- a) (where the Client has Match Day Hospitality under the Contract in the Barracks Bar or Gallowgate Suite) a maximum of 2 (two) Away Tickets per Contract holder; and
 - b) (where the Client has Match Day Hospitality under the Contract in the Magpie, 4 Corners, Moncur, Heroes Club, Sir Bobby Robson or Joe Harvey suites) a maximum of 4 (four) Away Tickets per Contract holder.
- 7.4 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.
- 7.5 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.
- 7.6 The Client 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 10.2 to 10.7 inclusive of these Terms and Conditions.

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.

7.7 Away Tickets awarded by the Club through the ballot system in accordance with this clause 7 are intended solely for use by the Client. Away Tickets are non-transferable and must not be resold.

8. PAYMENT

8.1 Unless the Club explicitly in writing offer payment terms (in which case Clause 8.2 shall apply), then 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 8.1. 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. Unless the Club in its sole discretion expressly and in writing offers the Client payment terms, 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.

8.2 Should the Club offer payment terms to the Client, the following provisions shall apply:

- (a) where the Contract Price is the sum of £5,000 or less, payment must be received by the Club in accordance with Clause 8.1; or
- (b) where the Contract Price 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) shall be a sum equal to 50% of the Contract Price 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 Contract shall become due and payable by the Client on the last banking day of the month following that of the Booking Confirmation; or
- (c) where the Contract Price is a sum of more than £10,000, the payment terms (wherever offered by the Club in its sole discretion) shall be that a sum equal to 25% of the Contract Price shall be due and payable by the Client upon the date of the Booking Confirmation, and a sum equal to 25% of the Contract Price shall fall due and payable upon the last banking day of each of the successive three months following that of the Booking Confirmation;

Time of payment shall be of the essence and wherever the Client fails to meet the terms of this Clause 8.2 (for example, a due instalment becomes overdue), the whole of the Contract Price shall immediately become due and payable by the Client and in the event of default the Club may cancel the Match Day Hospitality 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.

8.3 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.

8.4 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 a Match 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.

8.5 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 (fourteen) days of the date of issue of the invoice.

- 8.6 In the event of any invoice issued under 8.5 above not being discharged in full within the 14 (fourteen) day period, the Club reserves the right to suspend the Match Day Hospitality, the provision of the Additional Goods and Services and/or terminate the Contract under clause 13.1 below.
- 8.7 All bar bills, accounts and related expenses ("**Bar Expenses**") are expressly 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 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 (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.
- 8.8 If the Client fails to pay any sum due and payable to the Club under clause 8.1 and/or clause 8.5 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.

9. CANCELLATION

- 9.1 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 Match Day Hospitality online and/or the Consumer Rights Act 2015.
- 9.2 Subject to clause 9.1, 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 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.

10. CLIENT OBLIGATIONS

- 10.1 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.
 - (d) 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.
 - (e) 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;
 - (f) 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 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.
- (g) 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;
- (h) 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(f) above;
- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) not do anything which is derogatory to and/or brings the Club into disrepute; and
- (n) 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).
- 10.2 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.
- 10.3 Any person who behaves in contravention of the terms of this clause 10 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.
- 10.4 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.
- 10.5 No ticket, order, Match Day Hospitality, or Package 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 this Contract.
- 10.6 The Club reserves the right not to accept any ticket that is unreadable due to mutilation of any kind.

- 10.7 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.
- 10.8 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.
- 10.9 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).
- 10.10 Failure to adhere to the terms of clause 10.1 may result in the Client being ejected from the Club's premises and refused admission subsequently to any part of the Club's premises by means of ticket, Booking or Package.
- 10.11 For the avoidance of doubt, if a Client or Guest is in breach of any of the terms of this clause 10, the Club has the right to ban the Client and their Guest(s) from the premises with immediate effect and, at the Club's sole discretion, to cancel the Client's Booking or Package without further warning or notice to the Client. No refund of the Contract Price will be made to the Client if they are banned from or restricted access to the premises under such circumstances.
- 10.12 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 Company's other rights contained in these Terms and Conditions.
- 10.13 In any event the Hirer shall not use the Match Day Hospitality 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.
- 10.14 To ensure safety and security at each Match 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 10.14 may result (at the Club's sole discretion) suspension of the Match Day Hospitality or termination of the Contract under clause 13 without liability to the Client.
- 10.15 Where the Client or any of its Guests includes persons with any Match opponent team affiliations, sympathies or supporters, it is acknowledged and agreed by the Client that the Match Day Hospitality is located in areas of the Club's premises reserved for the Club's supporters. As such, neither the Client nor its Guests shall be permitted to wear colours of any Match opponent and/or to behave in any such manner or support of the Match opponent(s) (as determined in the Club's sole discretion) as to disrupt the Match Day Hospitality or to interfere with other Club clients' quiet enjoyment of the Match Day Hospitality areas. The Club shall be entitled to immediately eject from the Club's premises any Client, person or Guest which the Club's officials consider (acting in their absolute discretion):
- (a) is not a supporter of the Club or is behaving in such a manner as is disruptive to supporters of the Club; and/or
 - (b) whose presence or behaviour is or may cause and/or create and/or antagonise and/or escalate potential disorder or unsafety at the Club's premises.

In such event, the Client shall not be entitled to any refund of the Contract Price.

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 and after the submission of the Booking Form and up to and including the day of a 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.

- 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 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.
- 11.3 In the event that a Force Majeure Event prevents the Club permanently or Seasonally 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. LIABILITY

- 12.1 Nothing in this clause 12 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.

13. TERMINATION

- 13.1 The Club shall be entitled to terminate this Contract immediately by notice in writing to the Client if:
- (a) 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;
 - (b) the Client fails to provide, or provides false or misleading information to the Club pursuant to Clause 10.12;
 - (c) the Client resells or transfers the Match Day Hospitality or any ticket in contravention of the provisions of Clause 10.5;
 - (d) 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;
 - (e) 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;
 - (f) 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;

- (g) 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;
 - (h) 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
 - (i) anything similar to any of the events described in clauses 13(d) to 13 (h) happens to any holding company of the Client or the Client.
- 13.2 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).
- 13.3 In the event that the Club terminates this Contract in reliance upon any of clause 13.1 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.
- 13.4 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 (thirty) days after being given written notice of the breach by the Client.
- 13.5 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.

14. NOTICES

Any communication may be served by the Club upon the Client by post in a pre-paid envelope addressed to the Client at the address that appears on the Booking Form or Booking Confirmation, or using any contact information set out in the Booking Form. Any communication that is to be served upon the Club may be served by post in a pre-paid envelope addressed to the Club at its registered office. Any communication served by post shall be deemed to have been served at the expiration of 48 (forty eight) hours after it is posted and it shall be sufficient to prove that the envelope containing the communication was properly addressed and posted.

15. WAIVER

The rights and remedies of the parties under this Contract will not be waived by the granting of any indulgence, forbearance or extension of time by the parties nor by the failure of or delay by the parties in asserting any such rights or remedies.

16. INVALIDITY

If at any time any one or more of the provisions of this Contract is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Contract shall not be affected.

17. GENERAL

- 17.1 The Match Day Hospitality and associated tickets 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).
- 17.2 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.
- 17.3 The Club may assign and/or sub-contract any of its rights and/or obligations under this Contract with the Client.
- 17.4 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.

17.5 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 & Imaging Policy and Privacy Notice are available via the Club's website. By agreeing to these Terms and Conditions, 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.

18. 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.

19. DATA PROTECTION – YOUR PRIVACY

19.1 For the purposes of these Terms and Conditions and the Contract:

(a) “**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 the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) (as amended) and any other European Union legislation relating to Personal Data 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; and

(b) 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.

19.2 The Club's Privacy Policy is available via the Club's website. The Club will keep the information the Client provides (with other information it has from the Client's dealings with it and its commercial partners) secure (whether the information is paper based or held in the Club's 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 these Terms and the Contract (as applicable)) administer any services and/or products provided 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 it offers and provide the Client with offers that it believes will be of interest to the Client; 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.

19.3 Offers and opportunities: The Club teams up with a selection of carefully chosen commercial partners to bring fans a diverse range of opportunities and offers (including financial services offers) at competitive prices (an up-to-date list of partners and details of the offers they may make can be seen on the Club's website or obtained 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 partner for the purposes of the Contract. Where the Client ticks the appropriate box(es) on the Booking Form the Client consents expressly to the Club and/or the Club's commercial partners (as applicable) contacting the Client with details of offers by (i) post, (ii) telephone, (iii) text/picture/video message, (iv) digital television, (v) fax or (vi) 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 partner of the Club via such means. The Client can withdraw such consent at any time by contacting hospitality@nufc.co.uk.

- 19.4 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 partner to whom the Club may lawfully share the Client's personal data by express consent under this Contract.
- 19.5 Monitoring Calls: We may monitor or record calls for security purposes and to improve the quality of our services to the Client.
- 19.6 The Client's rights: The Client has the right to request a copy of the personal data and other information the Club holds about it and to correct any inaccuracies. The Client can withdraw its consent from being contacted by the Club and/or its commercial partners at any time by contacting the Club at the address below or by following the 'unsubscribe' instructions set out with each offer received. The Club's full privacy policy is available free of charge on the Club's website or from The Data Protection Lead, St James' Park, Newcastle Upon Tyne, NE1 4ST.
- 19.7 Further details of the Club's data protection practices and on how the Club will collect, store, process and delete the Client's personal data are set out in the Club's privacy notice (a copy of which is acknowledged when the Client agrees to enter into the Contract).

20.SAFEGUARDING

- 20.1 The Client acknowledges that the Club is committed to the safeguarding and welfare of children, young people and vulnerable adults and, by signing the Booking Form and/or upon receipt of a Booking Confirmation, in each which incorporates these Terms and Conditions, the Client accepts and agrees that it will (and it will procure that its representatives and Guests will) adhere strictly at all times to the Club's safeguarding policies in force from time to time while at the Club's premises.
- 20.2 The Client acknowledges and agrees that it shall ensure that the physical and verbal behaviour and conduct of the Client, its representatives and Guests (including children, young people and vulnerable adults) shall be appropriate at all times and of a manner which complies with clause 8 above and the Club's rules and regulations in force at the Club's premises from time to time.
- 20.3 The Client acknowledges and agrees that should the behaviour of the Client or any of its representatives or Guests be deemed by the Club to breach these Terms and Conditions or the Club's safeguarding policies, the Club reserves the right to take such action as the Club in its sole discretion deems appropriate (including but not limited to) the referral of any matter to external organisations such as the Police or Local Authority Designated Officer (LADO) / Social Care Services.
- 20.4 The Client acknowledges that, in accordance with the Licensing Act 2003, children aged under 16 (sixteen) years of age are not permitted to be in the hospitality areas at the Club's premises unless they are accompanied at all times by a responsible person aged 18 (eighteen) years or older.
- 20.5 The Client acknowledges that, in accordance with clause 8.3 above, the Club reserves the right to remove from the Club's premises any person deemed to have breached the Club's rules and regulations in force at the Club's premises from time to time. If the Club exercises such right of removal and the relevant person is identified as being:
- (a) a child aged under 16 (sixteen), the Client agrees that the responsible person aged 18 (eighteen) or over must also leave the Club's premises to ensure the welfare of the removed child is maintained; or
 - (b) a young person aged under 18 (eighteen), the Client agrees that any accompanying person must also leave the Club's premises; or
 - (c) the accompanying/responsible person, the Client agrees the child or young person they are accompanying must also leave the Club's premises.

In the event of any removal by the Club under this clause 20.5, the Client undertakes to ensure that, in each case, the child/young person and accompanying/responsible person shall not be separated under any circumstances.