

**CONFERENCE AND EVENT
TERMS AND CONDITIONS**
NEWCASTLE UNITED FOOTBALL CLUB

Season 2023/24



These terms and conditions (“**Conditions**”) govern the agreement to be entered between:

- (1) **NEWCASTLE UNITED FOOTBALL COMPANY LIMITED** of St James’ Park, Newcastle upon Tyne NE1 4ST (“the **Club**”); and
- (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**”).

The following Conditions, read alongside the Booking Confirmation, apply to and form the Contract entered into between the Club and a Client making a booking for Services to be provided at an Event.

I Definitions

I.1 In these Conditions, unless the context otherwise requires:

“**Act**” means any production company, performer(s), musician(s) or other live act or equipment engaged by the Client for the Event, or any other third-party provider engaged by the Client to provide any services for the Event;

“**Additional Charges**” has the meaning given in Clause 7.2;

“**Balance**” is the amount calculated in accordance with Clauses 7.7(a)iii) or 7.7(b)ii) as applicable and shall include any remaining amounts of the Charges still due from the Client after any payment of the Deposit, Instalment, Hire Charges or earlier Balance payments;

“**Bar Expenses**” has the meaning given in Clause 7.14;

“**Booking**” means the Client’s booking for the provision of the Services at the Premises as detailed in the Booking Confirmation;

“**Booking Confirmation**” means the document stating the Client’s detailed requirements for the Event as updated from time to time prior to the date of the Event containing Final Guest Numbers or in the case of web-based Bookings, the information input and/or selected by the Client in the electronic booking system;

“**Business Day**” means a day other than Saturday, Sunday or a public holiday in the UK country in which the Premises is located;

“**Business Hours**” means between 09.00 and 17.00 on a Business Day;

“**Charges**” means the sums which the Client has agreed to pay to the Club (including, where applicable, the Hire Charges, Deposit, Instalment and/or Balance) in respect of the Services for the Event as set out in the Booking Confirmation;

“**Content**” means all content in or on the Club’s website and brochures (including pictures, designs, logos and text);

“**Contract**” means the contract for the supply of Services by the Club to the Client comprising these Conditions, and the Booking Confirmation;

“**Client**” means the individual, company or other organisation by or on whose behalf the Booking is made;

“**Data Protection Legislation**” has the meaning given in Clause 21.1(a);

“**Deposit**” is the amount set out in the Booking Confirmation calculated in accordance with Clauses 7.7 (a) (i) or 7.7 (b) (i) as applicable;



“Event” means the function, party or other occasion at which the Services are to be provided and/or any hospitality catering services at the Premises, including but not limited to hospitality services at leisure, sporting, race or major events;

“Final Guest Numbers” means final number of Guests the Client is required to provide to the Club in accordance with Clause 6.1 (a) or those numbers of Guests provided to the Club via the electronic booking system;

“Force Majeure Event” means, as regards a party, the occurrence of circumstances beyond the reasonable control of that party including (without limitation);

- (a) outbreak of disease, epidemic, pandemic (which may include SARS), industrial action, strikes, lockouts, blockades, riots, acts of war, acts of terrorism, piracy, destruction of essential equipment by fire, explosion, storm, flood, earthquake;
- (b) failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities;
- (c) failure of a third party to provide required consent, approvals, exemption or clearance unless caused by the act or omission of the Client;
- (d) cancellation of the Event by a third party unless caused by the act or omission of the Client;
- (e) failure of a third party to permit access to the Premises or to provide proper and reasonable food preparation amenities or other amenities required by the Club to perform the Services unless caused by the act or omission of the Client; or
- (f) the inability of the Club to provide the Services or the Stadium or Premises or the inability of the Client and/or its Guests to attend the Event or prevention of the Client from receiving the Services due to a decision, guideline, change in law or regulation by the UK Government, devolved administration and/or other equivalent body in the UK (**“Government Restrictions”**);

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

“Guest” means any person attending the Event;

“Hire Charges” shall be designated as such in the Booking Confirmation (if applicable);

“Instalment” is the amount set out in the Booking Confirmation calculated in accordance with Clause 7.7 (b) (ii), where applicable;

“Minimum Guest Numbers” means the minimum number of Guests required at the Event as advised by the Club, or the minimum number of Guests as advised by the Client to be in attendance at the Event;

“Premises” means the room(s) or location(s) within the Stadium as more specifically referred to in the Booking Confirmation;

“Services” means the supply of food and drink and/or any catering and/or other services agreed between the parties as set out in the Booking Confirmation but will not include the provision of the Stadium, Premises and facilities where the Client is subject to Ground Regulations;

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

- I.2 The headings in these Conditions are inserted only for convenience and shall not affect their construction.



- 1.3 Where appropriate, words importing the male, female or neuter genders shall include all other genders and words denoting a singular number only shall include the plural and vice versa.
- 1.4 Any reference to a Clause shall be construed as a reference to one of these Conditions.
- 1.5 If there is any inconsistency between the Clauses and the Booking Confirmation, priority shall be given first to the Clauses, then to the Booking Confirmation.
- 1.6 In the Contract the words "other", "includes", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2 General

- 2.1 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation, letter or other communication between the Club and the Client, and the provisions of these Conditions and the Booking Confirmation shall prevail unless expressly varied in writing and signed by an authorised signatory of the Club.
- 2.2 Subject to Clause 8.3, no variation to the Booking Confirmation or the Clauses shall be binding unless expressly agreed to in writing by the Club and signed by an authorised signatory of the Club.
- 2.3 The rights provided in these Conditions are cumulative and shall not be deemed exclusive of any other rights to which either party may be entitled under the Contract.
- 2.4 Where the Contract only relates to the provision of food and beverages as part of a hospitality package at an Event, these Conditions shall apply only in so far as they are relevant to that situation.

3 Formation of Contract

- 3.1 The Contract is formed when:
 - (a) the Club receives the signed Booking Confirmation and Deposit (where Deposit is payable under Clause 7.7); or
 - (b) when the Club receives the signed Booking Confirmation and 100% (one hundred per cent) of the Charges where Clause 7.5 or 7.6 applies); or
 - (c) in the case of web-based Bookings when purchase is made by the Client.
- 3.2 Except for web-based Bookings, the Club will send the Client an updated Booking Confirmation with Final Guest Numbers as notified to the Club. The Club will send the updated Booking Confirmation in good time before the Balance is due from the Client or in good time before the date of the Event, whichever is earlier. The Client shall return a signed version of the updated Booking Confirmation and pay the Balance by the due date described in Clause 7.5.
- 3.3 Unless expressly provided otherwise in these Conditions, where the Client is more than one person or entity, or payment of the Charges 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.



- 3.4 Each Booking Form shall remain provisional until the Club issues a Booking Confirmation and until the required payment is duly paid by the Client in accordance with Clause 7 (Charges and Payment).
- 3.5 The Club shall not accept responsibility for any delay that may be caused by any Booking Form which is completed incorrectly by the Client.
- 3.6 Except where the Club has provided a Booking Confirmation, the Club reserves the right at its sole discretion to reject any completed Booking Form.
- 3.7 The Contract shall only entitle the Client to make use of the Premises and/or to receive the Services referred to in the Booking Confirmation at the Stadium.
- 3.8 The Club reserves the right to update or amend these Conditions at any time. The Club will notify the Client of such changes in writing.
- 3.9 The Booking Confirmation is specific to the Event only and, for the avoidance of doubt, once it is issued by the Club, the Client shall not be entitled to change its venue selection or to attend any other event at the Stadium (whether arising from a change of the scheduled Event or otherwise) without the Club's express consent in writing.

4 Appointment of the Club

- 4.1 The Client appoints the Club as the Client's exclusive provider of the Services at the Event. Accordingly, the Client acknowledges and agrees that:
 - (a) the Client shall not provide the Services itself, nor shall it appoint or allow anyone other than the Club to provide the Services at the Event, unless agreed under Clause 6.1 (h);
 - (b) the Club may elect to appoint, at its sole discretion, a nominated agent and/or, in accordance with Clause 17.2 below, an independent contractor from time to time to provide the Services to the Client; and
 - (c) as at the date of the Booking Confirmation, the Club's nominated agent is Sodexo Limited trading as Sodexo Live! ("**Sodexo**").
- 4.2 The Client shall not hinder or delay or otherwise prevent the Club's performance of the Services and the Client shall provide the Club with all reasonable assistance and cooperation for the Club to perform its obligations under the Contract.
- 4.3 The Client shall promptly provide to the Club all information which the Club may reasonably require to enable it to perform the Services. If the Client becomes aware that it has supplied incorrect or insufficient information to the Club, the Client shall provide the Club without delay with corrected and/or additional information.

5 Club's Obligations

The Club shall perform the Services:

- (a) with all reasonable care and skill;
- (b) in accordance with good industry practice; and
- (c) in accordance with all legislation, statutes, regulations and other enactments having the force of law from time to time which are applicable to the provision of the Services.



6 Client's Obligations

6.1 The Client shall:

- (a) return a signed final version of the Booking Confirmation to the Club including the Final Guest Numbers not less than 14 (fourteen) Business Days prior to the date of the Event, or, for Events booked less than 14 (fourteen) Business Days from the date of the Event, return the final version of the Booking Confirmation to the Club as soon as possible and in any case no later than 2 (two) Business Days prior to the date of the Event;
- (b) pay the Charges promptly as such sums become due to be paid and at all times in accordance with Clause 7.5;
- (c) obey all reasonable instructions given by Club staff at the Event and procure that Guests and/or the Act obey all reasonable instructions given by Club staff at the Event;
- (d) pay the cost of soiling and clearing up unreasonable debris (including, but not limited to party decorations, for example silly string or bodily fluids, for example vomit) resulting from acts of the Client, Guests, and/or the Act;
- (e) not and shall procure that Guests and the Act, do not damage or deface the Premises or Stadium in any manner whatsoever nor allow or permit a breach of the law or in any way cause a nuisance or be an infringement of any licence for music and dancing or the sale of alcohol. Failure to comply with this Clause shall constitute a breach of these Conditions and entitle the Club to require the offending Guest(s), Act, employee(s) of the Client or persons employed in the act to leave the Event and the Club reserves the right to a reimbursement by the Client of any such damage caused;
- (f) not permit Guests to consume any food or drink within the Premises or Stadium except for that supplied as part of the Services;
- (g) not introduce or attempt to introduce nor permit the introduction of any signage or other publicity material into the Event or onto the Premises or Stadium without the Club's prior written consent;
- (h) obtain the Club's prior written consent before hiring any Act for the Event;
- (i) ensure that the Act has public liability insurance (and is able to provide evidence that it holds public liability insurance) to the value of at least £2,000,000 (two million pounds) to cover any death of or injury to any person or the loss of or damage to any property resulting from the malfunction of the Act's equipment and/or from their actions generally;
- (j) if applicable, ensure that the Act has portable appliance testing undertaken on all of the equipment it brings to the Premises and uses at the Premises for the Event and upon request from the Club, is able to provide evidence that such testing has been undertaken;
- (k) ensure that no media coverage and/or filming takes place at the Stadium without the Club's prior written consent (exercisable at its sole discretion);
- (l) provide the Club with allergy information of Guests, details of any printed materials the Client requires of the Club, table plans, dietary requirements and/or children's meals, no less than 14 (fourteen) Business Days prior to the date of the Event, or in the case of Bookings made less than 14 (fourteen) Business Days prior, as soon as



possible and in any case within 2 (two) Business Days of the Event unless agreed otherwise by the Club in writing;

- (m) if the Client is redeeming a gift voucher or E-Ticket in exchange for the Client's Booking, bring any gift vouchers or E-Ticket for the Booking on the day of the Event; and
- (n) pay the prevailing rate for the Booking on the day of the Event if the Client is unable to provide a valid and correct gift voucher or E-Ticket.

6.2 Any materials, goods, supplies or other items delivered, held or stored on the Premises or in the Stadium on the Client's or Act's behalf shall be at the Client's or Act's sole risk (as applicable) and the Club shall not be liable for any loss or damage howsoever caused to such items.

7 Charges and Payment

7.1 Subject to anything to the contrary in the Ground Regulations, if the number of Guests that attend the Event or that are set out in the updated Booking Confirmation is less than the number of Minimum Guest Numbers then the Club will charge the Client the amount outlined for the Minimum Guest Numbers.

7.2 If the number of Guests that attend the Event or that are set out in the updated Booking Confirmation is greater than the number of Guests specified in the Booking Confirmation or were provided to the Club via the electronic booking system and the Club is able to accommodate any or all of the additional Guests then the Club will charge for the actual number of Guests at the rate agreed per Guest in the Booking Confirmation ("**Additional Charges**"). The Club shall not be obligated to accommodate or feed or serve additional Guests that turn up at the Event that were not notified to the Club in accordance with Clause 7.3 of this Contract, and reserves the right to refuse additional Guests entry to the Event.

7.3 The Club requires notification of the Final Guest Numbers in accordance with Clause 6.1(a) or any analogous Clause set out in the Ground Regulations. Should updated Final Guest Numbers not be received by the Club in line with this requirement, the Club will charge the Client in accordance with Clause 7.1 or Clause 7.2 or the Ground Regulations as applicable.

7.4 Notwithstanding any other Clause in the Contract, if there is a conflict between the Final Guest Numbers in the Booking Confirmation from the Client required under Clause 6.1(a) and the Minimum Guest Numbers, the confirmation noting the highest number of Guests shall prevail, and the Client shall be charged accordingly.

7.5 The Charges for the Event will be due and payable in cleared funds (without right of set-off, counterclaim or other deduction) as set out in Clauses 7.6, 7.7 or 7.8 as applicable.

7.6 In relation to all Bookings within 30 (thirty) days of the Event date, 100% of the Charges shall be due and paid as follows:

- (a) in the case of electronic payments (such as BACS payments), within 7 (seven) days of the date of the Club invoice; or
- (b) in the case of card payments, at the time of placing the Booking.



- 7.7 For all Bookings made 30 (thirty) days or more before the date of the Event, unless set out in the Booking Confirmation, the Client shall pay as follows:
- (a) For general events (including wedding events (as defined by the Club in its sole discretion)), the Client shall pay:
 - i) 10% (ten per cent) of the Charges set out in the Booking Confirmation (designated as the Deposit in the Booking Confirmation) payable no later than as soon as possible after the date of booking and 7 (seven) days after the date of receipt by the Client (or their invoicing company) of the Deposit invoice; and
 - ii) 40% (forty per cent) of the Charges in the Booking Confirmation (designated as the Instalment in the Booking Confirmation) payable no later than 83 (eighty-three) days before the date of the Event and 7 (seven) days after the date of receipt by the Client (or the invoicing company) of the Instalment invoice; and
 - iii) the Charges in the Booking Confirmation, minus the Deposit and the Instalment payable no later than 14 (fourteen) days before the date of the Event and (seven) 7 days after the date of receipt by the Client (or its invoicing company) of the Balance invoice.
 - (b) For public shared Events:
 - i) £15 (fifteen pounds) per Guest (as designated as the Deposit in the Booking Confirmation) payable no later than as soon as possible after the date of Booking and 7 (seven) days after the date of receipt by the Client (or its invoicing company) of the Deposit invoice; and
 - ii) 100% (one hundred per cent) of the Charges in the Booking Confirmation, minus the Deposit, (designated as the Balance in the Booking Confirmation) payable no later than 30 (thirty) days before the date of the Event and 7 (seven) days after the date of receipt by the Client (or its invoicing company) of the Balance invoice.
- 7.8 In relation to web-based Bookings, 100% (one hundred per cent) of the Charges shall be paid at the time of placing the Booking.
- 7.9 The time of payment shall be of the essence in the Contract. If the Client fails to make a payment of the Charges in accordance with the payment due dates set out above, then the Club may cancel the Booking, and this shall be construed as a cancellation by the Client and the provisions of Clause 10.3(d) shall apply.
- 7.10 Without affecting any other rights and remedies that the Club may have, if the Club does not cancel the Booking in the circumstances set out in Clause 7.9 or if the Client is otherwise late in paying any of the Deposit, Instalment or Balance when it is due to the Club, the Club shall be entitled to charge daily interest at the rate of 3% (three per cent) above the HSBC plc base rate until such time as payment is made, whether before or after judgment. The Client must pay the Club all interest together with any overdue amount.
- 7.11 If the Client pays any amount by debit or credit card, the card shall be charged at the time such payment is made.



- 7.12 Where the Club holds credit or debit card details for the Client, the Client authorises the Club to charge to its debit or credit card (as appropriate) any Charges which the Client incurs in respect of the Event and which remain unpaid at the conclusion of the Event (and in the case of failed payments, continue to try and charge such outstanding charges to the Client's debit or credit card). Without prejudice to the foregoing, the Club may invoice the Client for any Charges that remain unpaid at the conclusion of an Event and the Client shall promptly pay such Charges (and in any case within 7 (seven) days of the date of the Club's invoice).
- 7.13 For the avoidance of any doubt, if any payment made to the Club pursuant to this Clause 7 is subsequently recalled, held to be fraudulent or similar by a bank, then the Charges shall be held to be owing and, where relevant, overdue.
- 7.14 Save as where expressly included in the package detailed on the Booking Form and/or Booking Confirmation, all bar bills, accounts and related expenses ("**Bar Expenses**") are excluded from the Charges and shall be payable by the Client (or, as the case may be, its Guests) in addition to any Services specified in the Booking Confirmation. Bar Expenses will be payable at the point of purchase at the Event to the Club or such other supplier appointed by the Club (whether as agent or independent contractor) from time to time.
- 7.15 All Charges include VAT.
- 7.16 Except in the case of a manifest error of the Club, if the Client has not notified the Club within 5 (five) Business Days of the date of receipt of an invoice from the Club of any dispute as to the amounts claimed in an invoice from the Club it shall be deemed to have accepted that the sums stated as payable in the invoice are properly due and the Client shall have waived all its rights to subsequently dispute whether those sums are due.
- 7.17 If the Client is booking on behalf of its third-party client, the Client shall remain liable for payment of the Charges, regardless of any other arrangement agreed between the Client and its third-party client.

8 Changes to the Contract by the Club

- 8.1 The Charges for the Booking are the Charges set out in the Booking Confirmation and represent the prevailing Club price list at the time of the Booking. For Events that are booked more than one year in advance of the Event date, the Club reserves the right to revise the Charges upon reasonable notice to the Client in line with the price list that is in effect on the date of the Event. The price list increases each year on 1 July to represent the increased costs to the Club in performing the Services and to reflect any increase(s) in market rates.
- 8.2 The Club may change the Services or suspend the Services without reference to the Client in order to:
- (a) reflect changes in legislation and regulatory requirements which may affect any aspect of the Services; and/or
 - (b) to implement minor technical adjustments and improvements for example to address a security or public health threat; and/or
 - (c) make changes to the Services as requested by the Client or notified by the Club to the Client, and the Club will discuss these with the Client if these changes will affect the Client's Services and Charges.



- 8.3 The Club may suspend, vary or change these Conditions at any time by email or by posting the new Clauses to the Client. Any new Conditions shall be automatically effective 14 (fourteen) days after receipt by the Client and the Client's continued use of them and the Services after this date shall constitute the Client's acceptance of the new Conditions.

9 Postponement and Rescheduling

- 9.1 If the Stadium and/or Premises is closed or otherwise unavailable on the date of the Event due to a Force Majeure Event, the Club shall at the Client's option, and upon the Client's request, either:

- (a) reschedule the Event at no extra charge, (provided the rescheduled date of the Event is not after 31 August of the year in which the original Event was due to be held); or
- (b) change the venue to a location other than the Stadium (or Premises), subject to agreement with the Client regarding any additional charges that might result; or
- (c) accept any request to cancel the Event and refund the Deposit and any other monies paid in full (minus any reasonable deductions for unrecoverable costs or charges the Club has incurred up to the point of the cancellation on the Client's request).

- 9.2 If the Stadium and/or Premises is open on the date of the Event but due to an Force Majeure Event, there are ongoing restrictions that mean the Event cannot take place safely, the Club shall either:

- (a) reschedule the Event at no extra charge (provided the rescheduled date of the Event is not after 31 August of the year in which the original Event was due to be held);
- (b) change the venue to a location other than the Stadium (or Premises), subject to agreement with the Client regarding any additional charges that might result; or
- (c) accept any request to cancel the Event and refund the Deposit and any other monies paid in full (minus any reasonable deductions for unrecoverable costs or charges the Club has incurred up to the point of the cancellation on the Client's request).

- 9.3 Where the rescheduled date of the Event is after the 31 August in the year in which the original Event was to be held, the terms of Clause 8.1 will apply.

10 Cancellation by the Client

- 10.1 Any cancellation of a Booking by the Client must be by advance notice in writing and any refund (if any) of Charges by the Club shall be in accordance with this Clause 10.

- 10.2 If the Club increases the Charges in accordance with Clause 8.1, where the Client is a consumer, it may cancel the Contract by giving written notice to the Club within 14 (fourteen) days of the date of the notice sent by the Club in accordance with Clause 8.1. Where the Client terminates the Contract in accordance with this Clause 10.2, the Club shall provide the Client with a refund of any sums paid in relation to the Booking within 14 (fourteen) days of receipt of the termination notice.

- 10.3 Except as set out in any applicable Ground Regulations which may set out different Client cancellation rights, the Client may cancel its Booking in accordance with the following:



- (a) 90 (ninety) days or more before the date of the Event, when the Club will retain the Deposit and refund any Charges that have been paid (minus any Deposit already paid);
 - (b) less than 90 (ninety) days but more than 30 (thirty) days before the date of the Event, when the Club will retain (if already paid by the Client) 50% (fifty per cent) of the Charges and refund any remaining balance of the Charges paid on account. Where the Client has not yet paid the Club 50% (fifty per cent) of the Charges, the Client is liable to the Club for a payment of 50% (fifty per cent) of the Charges (minus any Deposit already paid);
 - (c) 30 (thirty) days or less but more than 10 (ten) days before the date of the Event, when the Club will retain (if already paid by the Client) 80% (eighty per cent) of the Charges and refund any remaining balance of the Charges paid on account. Where the Client has not yet paid the Club 80% (eighty per cent) of the Charges, the Client is liable to the Club for a payment of 80% (eighty per cent) of the Charges (minus any Deposit already paid); and
 - (d) 10 (ten) days or less before the date of the Event when the Club will retain (if already paid by the Client) 100% (one hundred per cent) of the Charges or where the Client has not yet paid the Club 100% (one hundred per cent) of the Charges, the Client is liable to the Club for a payment of 100% (one hundred per cent) of the Charges.
- 10.4 Any refunds given under Clause 10.3 shall be subject to reasonable deductions for unrecoverable costs and/or charges the Club has incurred up to the date of the cancellation by the Client such as third party costs the Club has incurred on the Client's request which cannot be recovered by the Club or for any Services the Club has delivered to the Client up until the effective date of cancellation.
- 10.5 Subject to Clause 10.4, the Club shall use reasonable endeavours to refund the Client without undue delay and in any event within 14 (fourteen) days of the Club's agreement to refund the Client.
- 10.6 The Club will refund any monies agreed to be due to the Client, using the same means of payment as the Client used to pay.
- 10.7 Where the Club has engaged an Act on behalf of the Client and the Client cancels the Booking for any reason, the Client shall pay any and all charges which the Club may incur in respect of the cancellation of the Act, subject to the Club using reasonable endeavours to mitigate such charges.
- 10.8 Except for any separate requirements in the Ground Regulations, all cancellations must be made in writing to the Club by emailing: events@nufc.co.uk or to the Club's postal address on the Booking Confirmation.

11 Cancellation by the Club

- 11.1 In addition to Clauses 11.2, 11.3, 16 (Force Majeure Events) and any condition(s) in the Ground Regulations, the Club is entitled to cancel the Booking at any time more than 60 (sixty) days (inclusive) prior to the date of the Event. The Club shall notify the Client of such cancellation in writing as soon as is reasonably practicable. In the event of such cancellation, the Club shall at the Client's option either:
- (a) use its reasonable endeavours to offer an alternative date and/or Stadium; or



- (b) refund any sums paid by the Client, including any Deposit.
- 11.2 The Stadium is made available by the Club only on dates when there is not a sporting fixture. The Club or any governing body or the UK Government or devolved administrations may require the Stadium for non-scheduled short notice sporting fixtures or may otherwise require the rescheduling of scheduled fixtures or closure of the Premises or Stadium. If one of these scenarios occurs on the Event Date, then the Club will not be able to provide the Services and has the right to cancel the Booking. If the Club cancels the Booking in these circumstances, then the Club will (at the Club's reasonable discretion) either:
- (a) offer a reasonable alternative date and/or Stadium; or
 - (b) reimburse any sums paid by the Client including any Deposit.
- 11.3 Please note if the cancellation or rescheduling occurs after the Club has started to provide the Services at the Event then the provisions of Clause 11.2 shall not apply, and all normal Charges for the Event shall apply.
- 11.4 The Club shall also be entitled to cancel the Event if it:
- (a) cannot provide the Services in accordance with this Contract due to the occurrence of a Force Majeure Event;
 - (b) it is unable to supply the Stadium or Premises or any alternative venue or premises for any reason;
 - (c) if the Client does not pay the Club when required under Clause 7 (Charges and Payment),
- and in circumstances listed in 11.4 (a) and (b), the Club shall refund all Charges paid to it by the Client and where cancellation by the Club is under Clause 11.4 (c), the Club acting reasonably shall be entitled to retain any monies relating to unrecoverable costs and/or charges the Club has incurred up to the effective date of cancellation.
- 11.5 Either party may forthwith terminate this Contract by notice to the other:
- (a) if the other party is in material breach of the Contract and the breach is not remediable; or
 - (b) if the breach is remediable and the other party fails to remedy the breach within 14 (fourteen) days of a notice of such breach by the non-defaulting party.
- 11.6 The Club shall be entitled to terminate this Contract if the Client becomes bankrupt or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets or any event which is analogous to the foregoing.

12 Inability to Provide an Aspect of the Services

If for any reason the Club is unable to supply a part of the Services specified on the Booking Confirmation, the Club shall notify the Client as soon as possible. Where reasonably practicable, the Club shall replace the particular part of the Services with one of at least equal standard and value at no additional cost to the Client. The Club shall agree the details of the replacement Service with the Client. If it is not reasonably practicable for the Club to replace the part of the Service, then the Club shall refund in full all sums paid by the



Client that relate to that part of the Services minus any reasonable deductions for unrecoverable costs or charges the Club had incurred up to the date of the cancellation.

13 Changes to the Contract by the Client

- 13.1 If the Client wishes to change the Services detailed on the Booking Confirmation after the date that the Booking is made, then the Client must notify the Club in writing as soon as possible. The Club will notify the Client if the Club is able to accommodate these changes and/or if it will give rise to additional costs. Any changes to a Booking must be confirmed by the Club in writing via an updated Booking Confirmation and no changes made by the Client to the Booking Confirmation shall be valid until this is done. The Client will have to pay for any additional costs resulting from the changes to the Booking including any Additional Charges.
- 13.2 The Club reserves the right not to agree to the changes to the Contract requested by the Client.

14 Liability

- 14.1 Nothing in this Agreement shall be interpreted or construed as excluding or limiting the liability of either party for any matter in respect of which it would be illegal or unlawful to do so, including death or personal injury caused by such party's negligence or fraudulent misrepresentation.
- 14.2 Subject to Clause 14.1, the total aggregate liability of the Club under or in connection with the Contract (whether in contract, for negligence, breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances exceed the Charges.
- 14.3 Subject to Clause 14.1, the Club shall not be liable to the Client in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever arising in connection with this Contract in each case whether indirect or direct:
- (a) for economic loss of any kind whatsoever;
 - (b) for loss of profit, business contracts, revenue or anticipated savings or damage to the Client's reputation or goodwill or special loss;
 - (c) for indirect or consequential or special loss or damage; or
 - (d) to the extent that any loss is caused wholly or partly by breach of the Contract by the Client including any breach caused by a third party such as an Act; or
 - (e) relating to the entering or exit, embarking or disembarking to/from or delay of the same from the Premises.
- 14.4 In respect of any event or incident that gives rise to a claim under this Contract or otherwise howsoever arising, the Client agrees to notify the Club within 20 (twenty) Business Days of the event or incident giving rise to the claim and the Club shall not otherwise be liable.
- 14.5 The Client agrees that before bringing a claim against the Club, the Client shall use its best endeavours to recover losses, claims, demands or expenses incurred by it from its insurers instead of the Club and to the extent that it is successful in recovering such sums from its insurers the Club shall not be liable to the Client.
- 14.6 In the event the Client has engaged an Act to provide services at the Event, the Client



acknowledges and accepts that:

- (a) the Club shall have no responsibility or liability (whether in contract, tort (including negligence) or otherwise, to the Client, the Guests or any other party in respect of the third-party food, drinks and/or other consumables or services that are being served or provided at the Premises by the Act; and
- (b) the Client shall indemnify and hold harmless the Club against all claims, costs, losses, liabilities or expenses the Club suffers or incurs as a result of the third-party food, drinks and/or other consumables or services that is served or provided at the Premises by the Act.

15 Indemnity

The Client shall indemnify and keep the Club indemnified for all loss of or damage to property at the Premises including but not limited to any historical exhibits, and the Club's expenses, costs and claims in respect of the same suffered or incurred by the Club (in whole or in part) during or as a result of the Event arising from or caused by (whether directly or indirectly) the acts or omissions of the Client, any Guest or Act.

16 Force Majeure Events

Neither party shall be in breach of this Contract, nor liable for any failure or delay to perform any of its obligations (save in respect of any payment obligation) in relation to a Booking due to an Force Majeure Event and the party concerned shall not incur any liability.

17 Assignment and Subcontracting

- 17.1 The Client shall not be entitled to assign or transfer the Contract, whether in whole or in part, without the prior written consent of the Club.
- 17.2 The Club shall be entitled to sub-contract the Services in whole or in part provided that:
 - (a) it remains wholly responsible for the acts or omissions of its subcontractors as if they were the Club's own acts or omissions; and
 - (b) prior to appointing any subcontractor, the Club shall use reasonable endeavours to verify that the subcontractor will be able to provide the Services.

18 Entire Agreement

- 18.1 Each of the parties acknowledge that it is not entering into the Contract in reliance upon any representation, warranty, collateral contract or other assurance (except those set out in these Conditions and the documents referred to in it) made by or on behalf of any other party before the execution of the Contract. Each of the parties waive all rights and remedies which, but for this Clause 18, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this Clause 18 shall limit or exclude any liability for fraud. For the avoidance of any doubt, if the Client has relied on any information from the Club in relation to the Event, it must ensure that this is included in the Booking Confirmation before placing the Booking.
- 18.2 Any Clauses or warranties (whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever) as to the care and skill with which the Club shall provide the Services are



expressly excluded by these Conditions to the fullest extent permitted by law.

19 Waiver

Subject to Clause 7.16, delay in exercising, or a failure to exercise, any right or remedy in connection with the Contract shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy. A waiver of a breach of the Contract shall not constitute a waiver of any subsequent breach.

20 Intellectual Property

- 20.1 All Content is owned by or licensed to the Club. The Content is protected by copyright and other laws and the Client shall not use nor procure the use of such content other than as permitted by the Club in writing. Any intellectual property created by the Client using the Content shall also be owned by the Club, but the Club gives the Client a revocable, non-exclusive license to use such Content for the duration of the Services.
- 20.2 The Client shall not, and it procures that any Act or Guest or any other third party it is connected to shall not, use on any promotional material or collateral any of the Club's intellectual property, including but not limited to, any Content, logos, copyright materials, patents, advertising materials or otherwise without obtaining the prior written agreement of the Club and/or the Stadium (as applicable).
- 20.3 Further the Client may only use any Club intellectual property in any advertising, marketing or promotional materials or collateral that have been approved in writing and in advance of being issued or published, by the Club. In order to comply with the approval process referred to herein, the Client shall provide (at its cost) a sample of the relevant advertising, marketing or promotional materials or collateral to the Club and/or the Stadium (as applicable). Where a sample is approved, the Client shall only be entitled use the advertising, marketing or promotional materials or collateral in exactly the same form as the approved sample and only for the purposes of and during the Event.
- 20.4 If the Client creates intellectual property rights in accordance with Clause 20.2, nothing shall transfer to the Client rights in relation to any of the Club's intellectual property rights included in such materials and/or collateral and such rights shall at all times remain with the Club.

21 Personal Data

- 21.1 For the purposes of these 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 (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;



- (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; and
 - (c) where the Client opts into marketing communications from the Club's third-party events partner, Sodexo, then Sodexo are the data controller with respect to the information it processes about Clients who agree to receive such communications.
- 21.2 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 and will process and use it in accordance with applicable Data Protection Legislation:
 - (a) for the performance of the Club's obligations under the Contract, to administer any services and/or products provided to the Client;
 - (b) to 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, to 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.
- 21.3 The Club's third-party events partner, Sodexo, administer the Club's events at the Stadium on its behalf. Sodexo will therefore be the party that collects the Client's information with respect to its Booking and will provide the Services for and on behalf of the Club. Sodexo is a data controller and will share all information regarding the Services purchased by the Client, with the Club.
- 21.4 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 are on the Club's website). 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 to any commercial partner for the purposes of the Contract. The Club's commercial partners (as applicable) may contact the Client with details of offers by (i) post, (ii) telephone, or (iii) by e-mail, in each case, only where the Client has given its express consent to the Club processing its personal data 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 marketing@nufc.co.uk.
- 21.5 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.
- 21.6 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, which can be found on the Club's website.

22 Guest's Property

- 22.1 For the purposes of this Clause a reference to Guest shall also include a reference to an Act.
- 22.2 The Club may need to restrict the amount and type of luggage or personal belongings



(including pushchairs) that Guests can bring into the Stadium, or into the Premises. If we permit Guests to bring any such items into the Stadium or the Premises this is done so at the Guest's own risk.

- 22.3 Guests may not take any hazardous or flammable substances into the Stadium and/or on to the Premises.
- 22.4 Please notify a member of Club staff of any lost property that is found in the Stadium or in the Premises (but please do not touch such lost property).
- 22.5 Should a ticket for a Guest's use of a cloakroom at the Premises be issued to a Guest, this ticket is required for the Club's or Stadium's cloakroom staff to return the Guest's belongings and the Club accepts no liability whatsoever or howsoever arising should this ticket be lost.
- 22.6 Please contact us if you need to reclaim any lost property.

23 Safeguarding

- 23.1 The Client acknowledges the Club is committed to safeguarding vulnerable groups and expects all staff, players, volunteers, contractors, partners, and guests to share this commitment.
- 23.2 The Club believes all staff, players, volunteers, contractors, partners, and guests have a responsibility to report to the Club any concerns they have about the welfare of any child, or adult at risk.
- 23.3 The Client acknowledges that the Club has in place a Safeguarding Policy to ensure as far as reasonably practicable all staff, players, volunteers, contractors, partners and guests are treated appropriately, respectfully and safely.
- 23.4 The Client acknowledges the Club expects your physical and verbal behaviour and conduct and that of any Guest to be appropriate at all times and of a manner that maintains the Club's safeguarding approach outlined in Clauses 23.1, 23.2 and 23.3.
- 23.5 The Client acknowledges that should your behaviour or that of any of your Guests be deemed as breaching Clauses 23.1, 23.2 and 23.3, the Club reserves the right to take appropriate action which may include involving external organisations such as the Police or Local Authority Social Care Services in such action, if deemed necessary.
- 23.6 The Client acknowledges that, in accordance with the Licensing Act 2003, other than for use as a through pass to the seating area as no alternative route is available, children or young people aged under 16 (sixteen) years of age are not, at any time, permitted to be in licensed bar areas of the Stadium without being accompanied for the entire duration they are present in the area by a responsible person aged 18 (eighteen) years or older.
- 23.7 The Client acknowledges that, in accordance with the Club's ejection policy, the Club reserves the right to eject any person deemed to have breached Ground Regulations. In the event such a person is identified as being a child or young person aged under 18 (eighteen), the Client acknowledges that the accompanying responsible person aged 18 (eighteen) or over must also leave the Stadium to ensure the welfare of the ejected child or young person is maintained. Similarly, should the same responsible person be subject of the ejection, the child they are



accompanying must also leave the Stadium, unless that presents an immediate safeguarding risk to that child, in which case the Club reserves the right to take appropriate action which may include involving external organisations such as the Police or Local Authority Social Care Services in such action, if deemed necessary.

24 Equality and Diversity

- 24.1 In accordance with the guidance detailed within the Equality Act 2010, the Club is committed to ensuring its customers, patrons and anyone connected with the Club are treated with equality and respect at all times. The Club acknowledges its duties and responsibilities as defined by the Equality Act 2010 to ensure that its customers, patrons and anyone connected with the Club are protected from discrimination, harassment and victimisation. The Club expects the Client and its Guests to share this commitment and requires that their behaviour reflects this at all times. The Club reserves the right to eject any Client or Guest(s) found to behave in a manner that does not adhere to the above and the Club may seek further action for those involved or reporting the matter to the Police.
- 24.2 The Club will proactively work with its customers and patrons of the Stadium who feel they have not been treated equally or fairly and commits to taking a balanced and fair approach to the resolution of individual issues or complaints.
- 24.3 In accordance with the Equality Act 2010, the Club will make adjustments in respect of access for supporters with particular needs or disabilities as far as is reasonably practicable. Reasonable adjustments are benchmarked against legislative guidance, industry working practices and guidance and business and time constraints.

25 Notices

- 25.1 All notices including any request for variation of the Services by the Client, should be made in writing and sent by post or email to the address of the other party shown on the Booking Confirmation.
- 25.2 Any notice sent by email shall only be valid when the sender has received a receipt confirming a satisfactory email transmission.
- 25.3 A notice shall be deemed to have been received:
- (a) if delivered by hand during Business Hours, within 2 (two) Business Hours when so delivered or, if delivered by hand outside Business Hours, at the start of the next Business Day;
 - (b) if sent by first class recorded delivery post on a Business Day, at 09.00 on the second Business Day after posting; or, if the notice was not posted on a Business Day, at 09.00 on the third Business Day after posting; or
 - (c) if sent by email on the date and at the time of transmission.
- 25.4 In proving service of a notice, it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted.
- 25.5 E-mail notice shall not be valid for the purposes of these Conditions unless sent to events@nufc.co.uk, with a copy to General Counsel at: legal@nufc.co.uk.



26 Relationship between Parties

Nothing in this Contract shall constitute or be deemed to constitute a partnership or other form of joint venture between the parties or constitute or be deemed to constitute either party the agent or employee of the other for any purpose whatsoever.

27 Third Party Rights

Other than Sodexo, a person who is not a party to the Contract is not entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

28 Severability

The parties intend each of these Conditions to be severable and distinct from the others. If a Clause is held to be illegal, invalid, or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of these Conditions shall not be affected.

29 Governing Law and Jurisdiction

The Contract and these Conditions are governed by and shall be interpreted in accordance with the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the English Courts in relation to all matters arising out of or in connection with the Contract.

30 Statutory Rights

Nothing in this Contract shall be construed as restricting any statutory rights of any Client who is a consumer. To the extent that there is any conflict between any consumer statutory right and any term of this Contract, the statutory rights will prevail.

31 Ground Regulations

The Club requires the Client will (and the Client will procure that all Guests of the Client will) adhere strictly to the Ground Regulations, which apply to the Client's Booking. Where the Client fails to do so and it becomes clear that the Stadium is (without limitation) unavailable or unsuitable for the Booking, the Client shall be liable for the cancellation charges in Clause 10.3.

32 Questions and Complaints

If the Client has any questions or complaints about the Services, please contact the Club with details of your Event using the following contact information telephone 0344 372 1892 or events@nufc.co.uk. If you contact us by email and have not already done so in your email, we will then require you to provide details of the complaint in writing either via the above email address or to the registered address given on the Booking Confirmation.