

# MANCHESTER UNITED FOOTBALL CLUB MUSEUM & STADIUM TOUR TERMS AND CONDITIONS

## 1 Definitions and interpretations

In these Conditions the following terms have the following meanings:

“**Annual Pass**” has the meaning as defined in clause 10;

“**Booking**” means the reservation and purchase of ticket(s) to the Stadium Tour;

“**Club**” means Manchester United Football Club Limited;

“**Conditions**” means the terms and conditions applicable to: (i) each Booking; and (ii) enjoyment of the Museum and/or Stadium Tour; as set out in this document;

“**Contract**” means the binding agreement formed between each Ticket Holder and the Club pursuant to a Booking, incorporating these Conditions;

“**Group Booking**” means a Booking for more than 15 individuals;

“**Museum**” means the Manchester United museum located within the Stadium;

“**Museum Visitor**” means any individual admitted into the Museum;

“**Stadium**” means the football stadium known as “Old Trafford”, and surrounding premises owned by the Club;

“**Stadium Tour**” means a guided tour of the Stadium, which includes admission to the Museum; and

“**Ticket Holder**” means any individual included in a Booking or Group Booking for the Stadium Tour, including Annual Pass holders as applicable.

## 2 Basis of Contract

2.1 These Conditions shall apply to and be incorporated into the Contract and prevail over any other terms or conditions and any additional information received by the Ticket Holder in respect of the Stadium Tour.

2.2 The purchaser of a ticket for the Stadium Tour is required to agree to these Conditions at the point of purchase. Any individual purchasing a ticket for a third party shall be deemed to be acting with the consent of each Ticket Holder for whom they are making the purchase, including acting with the authority of each Ticket Holder to agree to these Conditions on their behalf. Each Museum Visitor is required to agree to these Conditions where applicable at the point of admission into the Museum.

## 3 Ticket Holder’s and Museum Visitor’s rights and obligations

3.1 The Ticket Holder and Museum Visitor shall only be permitted to access areas of the Stadium that form part of the Museum and/or Stadium Tour and agrees not to access any other area of the Stadium.

3.2 The Ticket Holder hereby agrees:

3.2.1 not to carry out any activity whilst in the vicinity of the Stadium which is damaging, dangerous, offensive, noxious, illegal or immoral or which is or may become a nuisance to the Club or other visitors to the Stadium;

3.2.2 not to bring into the Museum and/or Stadium Tour any animals (with the exception of guide dogs) or any food, drink or litter; and

3.2.3 to comply with all instructions of any Museum and/or Stadium Tour official or other officer or employee of the Club.

3.3 No ticket for the Museum and/or Stadium Tour may be re-sold or transferred to any third party. Advertising tickets for the Museum and/or Stadium Tour for sale on the internet in any format is prohibited. Any ticket which is re-sold without the express written consent of the Club shall be deemed void.

#### **4 The Club's rights and obligations**

4.1 The Club shall have the right to prevent access to or remove from the Museum and/or Stadium Tour:

4.1.1 any Ticket Holder acting in a way which in the opinion of the Club (in its absolute discretion) is unacceptable or reasonably likely to cause damage or injury to either the Ticket Holder or any other visitor (including drunken, harmful, offensive, threatening, disrespectful or violent behaviour);

4.1.2 any Ticket Holder who in the opinion of the Club or its security officers either unreasonably refuses to permit his person or possessions to be searched on entry or poses a security risk; or

4.1.3 any Ticket Holder who is breach of any of the Conditions;

without any liability to the Ticket Holder by way of compensation, refund, re-admission or otherwise.

4.2 Due to the operational needs of the Club in the undertaking of its business as a football club, the Club may be required to act on short notice (e.g. for health and safety reasons) and shall be entitled to:

4.2.1 repair, replace and modernise any part or parts of the Museum and/or Stadium Tour and from time to time take such other steps in relation to the Museum and/or Stadium Tour as the Club in its sole discretion considers to be necessary;

4.2.2 change the contents of the Museum and/or Stadium Tour without notice to the Ticket Holder where such change is required for operational purposes; and/or

4.2.3 close parts of the Museum and/or Stadium Tour without notice to the Ticket Holder for the purposes of performing 4.2.1 and 4.2.2;

without liability to the Ticket Holder by way of compensation, refund, re-admission or otherwise. As such the Club cannot guarantee that all advertised elements to the Museum and/or Stadium Tour will be available.

#### **5 Ticket Holder's visit**

5.1 All Ticket Holders under the age of 16 must be accompanied by a paying parent or guardian or other adult over the age of 16 years, which person shall accept full responsibility for the minors they accompany and provide adequate supervision at all times. The Club reserves the right to require confirmation of age as, in its sole discretion, it considers necessary.

5.2 The Ticket Holder should arrive at the Sir Alex Ferguson Stand (Old Trafford Stadium) no later than 60 minutes before the allocated start time for their Stadium Tour and should report to the ticket desk upon arrival. Please note: there will be security checks before the Ticket Holder is admitted to the Stadium which may delay the Ticket Holder's entry.

5.3 The Stadium Tour departs from level 1 of the museum and Ticket Holders must arrive at the Stadium Tour departure point no later than **10 minutes** before the allocated start time. It is not

possible for Ticket Holders to join a Stadium Tour once the Stadium Tour has departed. If a Ticket Holder has to cut short their time visiting the museum in order to join the Stadium Tour then Ticket Holders can return to the museum after the Stadium Tour is completed (although please note that the museum closes at 5pm. Ticket Holders booked onto afternoon Stadium Tours may wish to arrive at the Stadium in enough time to visit the museum prior to their Stadium Tour).

5.3 **If the Ticket Holder fails to arrive at the Stadium Tour departure point by the allocated start time then they will not be permitted to join their allotted Stadium Tour.** It may be possible for a Ticket Holder to be allotted to an alternative Stadium Tour, but this cannot be guaranteed. Stadium Tours are often fully booked and there may be a long delay until the next Stadium Tour with availability. The Club shall not be liable to the Ticket Holder for a refund or any other compensation if the Ticket Holder fails to arrive in time to join their allocated Stadium Tour.

5.3 Stadium Tours last for approximately 1 hour 10 minutes and therefore may not be suitable for very young children. For safety and security, Ticket Holders will only be permitted to leave a Stadium Tour for exceptional reasons. You must ensure that you have sufficient time to complete the Stadium Tour.

5.4 The Ticket Holder shall only be entitled to take photographs and/or video recordings in the Museum and/or during the Stadium Tour for bone fide private and non-commercial purposes.

5.5 The Ticket Holder shall be solely responsible for its personal property and the Club shall not be liable for loss of or damage to such personal possessions.

## **6 Suspension and/or termination by the Club**

6.1 Due to the operational needs of the Club in the undertaking of its business as a football club, the Club may be required to act on short notice (i.e. when there is a late change of match days) and the Club shall have the right, at its sole discretion, to:

6.1.1 suspend or cancel the Stadium Tour; and/or

6.1.2 close the whole of the Museum;

where considered necessary by the Club, whether for operational reasons or otherwise. In such circumstances the Club shall endeavour to provide notice to the Ticket Holder (if reasonably possible and contact details are available) of such suspension, cancellation or closure and the Ticket Holder shall be entitled (at its own discretion) to accept an alternative date/time or to receive a refund. No further compensation shall be payable by the Club.

6.2 In the event that the Club provides the Ticket Holder with an alternative date/time for the Museum and/or Stadium Tour and this is accepted by the Ticket Holder, the Club's obligations to the Ticket Holder shall cease and it shall have no further liability.

6.3 In the event that the Club refunds the Ticket Holder's Booking, the Club's obligations to the Ticket Holder shall cease and it shall have no further liability to the Ticket Holder. For the avoidance of doubt, the refund referred to in this Condition 6.3 shall be the price paid by the purchaser (for and on behalf of the Ticket Holder) at the time of the Booking.

## **7 Cancellation by the Ticket Holder**

7.1 The Ticket Holder shall have the right to cancel an advance Booking, where payment has been made, but it shall not be entitled to a refund. If the Ticket Holder requests an alternative date/time, the Club shall make reasonable efforts (subject to availability) to rearrange the Ticket Holder's Booking but shall not provide any guarantee to this effect or incur any liability to the Ticket Holder for its failure to do so.

7.2 If the Ticket Holder cancels a Group Booking, the Club shall be entitled to retain any deposit paid by (or on behalf of) the Ticket Holder at the time of the Group Booking, but the Ticket Holder shall not be required to pay the remaining balance. The Ticket Holder may request an alternative

date/time for the Group Booking, subject to the terms of Condition 7.1, and shall be entitled to use the original deposit against that alternative date/time for a Group Booking.

## **8 Liability**

- 8.1 The Ticket Holder shall be liable for all costs, losses and liabilities incurred by the Club as a result of any damage to the property of the Club caused by the Ticket Holder and/or any actions of the Ticket Holder, including (but not limited to) the damage and actions referred to in Conditions 3.2.1 and 4.1.1.
- 8.2 Subject to Condition 8.4, the Club's total aggregate liability to the Ticket Holder for any cause of action arising out of or in connection with the Contract (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the price paid by (or on behalf of) the Ticket Holder for the Museum and/or Stadium Tour.
- 8.3 Subject to Condition 8.4, the Club shall have no liability whatsoever for any indirect, special, consequential or exemplary loss or damage incurred by the Ticket Holder (including, but not limited to, any travel and accommodation costs) arising out of or in connection with the Booking or Group Booking or the suspension or cancellation of the Booking or Group Booking by the Club pursuant to Condition 6, whether or not the Club knew or should have known of the possibility of such loss or damage.
- 8.4 Nothing in the Contract shall limit or exclude the Club's liability for:
- 8.4.1 death or personal injury caused by its negligence; or
  - 8.4.2 fraudulent misrepresentation.

## **9 Warranties and indemnities**

- 9.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.2 The Ticket Holder shall indemnify the Club against (i.e. reimburse the Club for) all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Club (including in respect of any third party claim brought against the Club) and arising out of or in connection with any actions of, or damage caused by, the Ticket Holder.

## **10 Annual Pass**

- 10.1 This clause shall only apply to your Contract if:
- a) your booking entitles you to receive an Annual Pass; and
  - b) you have collected your Annual Pass in accordance with this clause 10.
- 10.2 The Club will indicate at the time of your Booking whether you will be eligible to collect an Annual Pass at the time of your Stadium Tour.
- 10.3 If your Booking entitles you to an Annual Pass then you shall be required to collect the Annual Pass from the location stipulated by the Club either before or after the Stadium Tour. You will need to provide your name to the Club (and any other detail reasonably requested in order to verify your identification) in order to collect the Annual Pass. If you fail to collect your Annual Pass in accordance with this clause 10.3 then the Club shall not be obligated to issue you with an Annual Pass at a later date or time.

- 10.4. All use of an Annual Pass and participation in a Stadium Tour will be subject to these Conditions, including this clause 10. In the event of any conflict between the terms set out in this clause 10 and any other Conditions, clause 10 shall prevail.
- 10.5 An Annual Pass (“**Annual Pass**”) will be valid from the day immediately following its issue for one calendar year (“**Validity Period**”) and shall entitle the person issued with the Annual Pass to the right set out in clause 10.6. The Annual Pass shall not be valid on the date of issue.
- 10.6 For the Validity Period a person issued with a valid Annual Pass shall be entitled to book one place for themselves on the Stadium Tour (for no charge) as a “walk up” booking, subject to availability. The Club does not guarantee that there will be availability for Annual Pass holders to book a place on Stadium Tours. Annual Pass holders will not be entitled to pre-book Stadium Tours. Note: certain times of year, such as school holidays and close to match days can be exceptionally busy.
- 10.7 The Club reserves the right to withdraw or suspend the Stadium Tour at any time. Any suspension or unavailability of the Stadium Tour will not entitle the holder of an Annual Pass to receive a refund.
- 10.8 An Annual Pass has no monetary value. If an Annual Pass is lost or damaged the Club shall not be obligated to issue a replacement or provide a refund to the Annual Pass holder.
- 10.9 The Annual Pass is not transferable and may only be used by the person it is issued to. The Club will require proof of identification when an Annual Pass holder seeks to use their Annual Pass. The Club reserves the right to refuse admission if it has reasonable grounds to do so.

#### **General**

- 11.1 The Club shall have no liability to the Ticket Holder under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.
- 11.2 No variation of the Contract or the Conditions shall be valid unless it is in writing and signed by or on behalf of both the Club and the Ticket Holder.
- 11.3 These Conditions together with (as appropriate): (i) any associated online application form/process; and (ii) the scripted information read out to callers to the call centre; or (iii) the information provided as part of the interactive voice recognition ticket purchase process; comprise the entire agreement between the Club and each Ticket Holder in relation to the Contract.
- 11.4 The Club and its group companies shall be entitled to enforce these Conditions against each Ticket Holder. The Club shall at any time be entitled to assign, transfer or novate the benefit and/or burden of (and any right or obligation of the Club under) these Conditions to any of its group companies.
- 11.5 Notwithstanding that any provision of the Contract may prove to be illegal or unenforceable, the remaining provisions of the Contract shall continue in full force and effect.
- 11.6 The Contract shall be construed and performed in all respects in accordance with the laws of England and each party agrees to submit to the exclusive jurisdiction of the English courts.

