

Terms and Conditions of Membership 2020/21

Please read this document carefully as the terms below apply to your Membership

In particular, we ask you to note the following:

- **The Club operates a process where each Member's Membership automatically renews on an annually recurring basis. The Club sends each Member a renewal reminder before the end of each Year and each Member has the option to be excluded from the process. Please refer to paragraph 21 and paragraph 22 for further details.**
- **If an individual is purchasing Membership on behalf of another person, they shall be deemed to have their authority to agree to these terms and conditions.**
- **Membership is available only on a one Membership per person basis.**
- **Membership does not guarantee that a Member will be entitled to purchase a match ticket for any match or to attend any of the Club's matches. Applications for match tickets are strictly on the basis of one ticket per match per Member, unless expressly permitted otherwise by the Club.**
- **Where match tickets are on general sale, a Member will be entitled to purchase a match ticket at the then current discounted price available to Members.**
- **Where a Member purchases a home match ticket, the use of that ticket is subject to the Match Ticket Terms and Conditions. Where a Member purchases an away match ticket, the use of that ticket is subject to: (i) the relevant away club's terms and conditions (or, if applicable, the governing body or competition organiser); and (ii) any additional terms and conditions imposed by the Club in respect of away match tickets.**
- **Where a Member obtains a match ticket for any home or away match through the relevant application process conducted by the Club, that match ticket shall be personal to the Member, is not transferable and (notwithstanding any consent or permission granted by the away club or the governing body or competition organiser) shall not be transferred or re-sold in any circumstances, save where expressly permitted by the Club.**
- **Members should inform the Club of any changes to their contact details. This includes any changes to payment details so that the relevant Membership Fee can be deducted by the Club on renewal.**
- **If you are a consumer and if you have purchased your Membership online or by telephone or by post, you have the right to cancel your Membership within 14 days from the date of purchase or renewal (as applicable) and receive a full refund. Please refer to paragraph 31 for further details.**
- **In certain circumstances the Club has the right to do any of the following: (i) suspend the use of a Membership and/or all or some of its associated benefits for a period of time; (ii) terminate the Member's Membership; (iii) prevent a Member and/or any individual in possession of a Member's Membership Card (either indefinitely or for a period of time) from attending any future match held at the Stadium; (iv) bar a Member from any future application process conducted in respect of match tickets; and/or (v) if considered appropriate by the Club, inform the police or other relevant authorities. The circumstances include: (i) a breach of these terms and conditions or the terms and conditions of any other Club related scheme in which the Member is participating or misuse of the Membership or Membership Card; (ii) the Member being prohibited from attending any football ground or being the subject of football related criminal or civil proceedings; and/or (iii) the Member failing to make any payments due to the Club. Please read paragraph 32 for full details**
- **The Club reserves the right to change these terms and conditions from time to time (for example, to make changes to the automatic renewal process). Any such changes shall be publicised by the Club on the Club's website.**

The terms and conditions overleaf contain further details on each of these points.

Terms & Conditions of Membership - Season 2020/21

Definitions

1. In these terms and conditions:

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

“**Match Ticket Terms and Conditions**” means those terms and conditions with which all individuals attending a football match at the Stadium (on a match by match basis) must comply. A copy of these terms is available on request from Ticketing & Membership Services and at www.manutd.com/termsandconditions;

“**Member**” means a person who is registered as an official member of a Manchester United membership scheme and is entitled to the benefits of Membership, subject to these terms and conditions;

“**Membership**” means membership of an official Manchester United membership scheme operated by the Club;

“**Membership Card**” means the access card which is provided to a Member in order for that Member to: (i) indicate that they are a Member; and (ii) subject to paragraph 17, access the Stadium for any home match for which that Member applied and was allocated a match ticket;

“**Membership Fee**” means the fee payable by a Member to join the relevant Membership, as detailed on the Club’s website and which may be changed by the Club each Year;

“**Renewal Date**” shall have the meaning given to it in paragraph 21;

“**Stadium**” means the Club’s ground at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA;

“**Stadium Access System**” means the automated system which permits the holder of a match ticket access to the Stadium via a relevant access card (which in the case of a Member shall be their Membership Card); and

“**Year**” means the 12 month period from 1 June to 31 May.

General Membership Terms

2. The purchaser of a Membership is required to agree to these terms and conditions at the point of purchase. Any individual purchasing a Membership for a third party shall be deemed to be acting with the authority of each Member for whom they are making that purchase, including acting with the authority of each such Member to agree to these terms and conditions on their behalf. Following the purchase of a Membership the Club shall only communicate with the registered Member (regardless of whether such Membership was bought on their behalf or otherwise). For the avoidance of doubt, the registered Member shall be responsible for the payment of the Membership Fee on renewal. Members should allow up to 1 August (for any purchase or renewal made before 4 July) or up to 28 days from any later date of purchase or renewal for their Membership pack to be delivered (if applicable to their Membership).
3. Membership is sold on the basis of one Membership per person. By purchasing or using a Membership a Member is representing that they are a supporter of the Club. The Club shall be entitled to refuse an application from, or suspend or cancel the Membership of, any Member who: (i) it believes is not a genuine supporter of the Club; or (ii) does not provide the personal details or information that the Club reasonably requires to process or maintain their Membership.

Membership Categories

4. There are five categories of Membership:

Under-16 Membership	available to individuals under the age of 16
16-17 Membership	available to individuals who are aged 16 or 17

18-20 Membership	available to individuals who are aged 18, 19 or 20
65+ Membership	available to individuals aged 65 and over
Full Membership	available to all other individuals not entitled to purchase an Under-16, 16-17, 18-20 or 65+ Membership

5. An individual shall be entitled to purchase:
- an Under-16 Membership if they are under the age of 16 on 1 August 2020;
 - a 16-17 Membership if they are aged 16 or 17 on 1 August 2020;
 - an 18-20 Membership if they are aged 18, 19 or 20 on 1 August 2020;
 - a 65+ Membership if they are aged 65 or over on 1 August 2020; or
 - a Full Membership if they are aged 21 or over, but under the age of 65 on 1 August 2020.
6. The price payable by an individual in respect of an Under 16 Membership, a 16-17 Membership, an 18-20 Membership, a 65+ Membership and Full Membership shall vary depending on the specific type of Membership purchased. The price shall be set out on the Club's website and communicated to an individual prior to any such purchase. Following the purchase of a Membership, an individual will be deemed to be an Under-16 Member, a 16-17 Member, an 18-20 Member, a 65+ Member or a Full Member (as appropriate).
7. If a Full Member reaches the age of 65 during the course of the Year (and provides the Club with satisfactory proof of the same) such Full Member shall be deemed to be a 65+ Member in respect of all home matches from that date and shall pay the standard price of a 65+ Member for any match ticket they are allocated for any home match(es) from the date on which they provide such satisfactory proof of their eligibility for a 65+ Membership. For the avoidance of doubt, for the purposes of that Member's Membership, the status of Full Member will continue to apply for the remaining duration of the relevant Year, and no refund or adjustment to the Membership Fee paid by that Full Member for the relevant Year shall be made. Any adjustment needed to be made to that Member's Membership status and Membership Fee will be done automatically at renewal.
8. If an Under-16 Member reaches the age of 16, a 16-17 Member reaches the age of 18 or an 18-20 Member reaches the age of 21 during the course of the Year, such Member shall nevertheless remain in the same category of Membership, and shall continue to pay the standard price applicable to that category of Membership for any match ticket they are allocated for any home match(es), for the remainder of that Year. Any adjustment needed to be made to that Member's Membership status and Membership Fee will be done automatically at renewal.

Match Ticket Applications

9. Following purchase of a Membership, where invited by the Club to do so, a Member shall be entitled to apply for: (i) home match tickets for the Premier League, FA Cup, EFL Cup and (if applicable) the UEFA Champions League or the UEFA Europa League; and (ii) (if applicable) away match tickets in the UEFA Champions League or the UEFA Europa League. The availability of match tickets will be publicised by the Club on a match-by-match basis.
10. For the avoidance of doubt, Membership does not guarantee that a Member will be entitled to purchase a match ticket for any match or to attend any of the Club's matches.
11. Where a Member obtains a match ticket for any home or away match through the relevant application process conducted by the Club, that match ticket shall be personal to the Member, is not transferable and shall not be transferred or re-sold in any circumstances, save where expressly permitted by the Club (or, if applicable, the away club or the governing body or competition organiser). If any Member transfers or re-sells such match ticket to any third party without the express permission of the Club (or, if applicable, the away club or the governing body or competition organiser) (or if the Club reasonably suspects that a Member may have offered any

football ticket(s) for re-sale without authorisation), it shall be deemed to be a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 32 shall apply.

12. A Member who applies for a match ticket for any of the Club's home matches (and has not already purchased a match ticket for that match as a season ticket holder) shall, subject to any priority given to members of any additional membership scheme introduced by the Club, be afforded priority in the allocation of such match tickets before such match tickets go on general sale (i.e. to the Club's supporters who are not Members).
13. A Member who applies for a match ticket for any of the Club's away matches in European cup competitions (other than finals) shall have the same priority as season ticket holders.
14. Members will not normally have the opportunity to apply for match tickets to the Club's domestic away matches, however, where such match tickets are made available to Members, a Member who applies for a match ticket for any of the Club's domestic away matches (and has not already purchased a match ticket for that match as a season ticket holder) shall, subject to any priority given to members of any additional membership scheme introduced by the Club, be afforded priority in the allocation of such match tickets before such match tickets go on general sale (i.e. to the Club's supporters who are not Members).
15. The Club reserves the right to vary the manner or system by which match tickets for any of the Club's matches are allocated or by which Members will qualify for such match tickets, provided that reasonable notice is given to Members.
16. Applications for match tickets are strictly on the basis of one ticket per match per Member, unless expressly permitted otherwise by the Club. Where group applications for match tickets are made, every match ticket applied for must be for use by a current Member (and details of each additional Member which are part of that application must be provided at the point any such application for match tickets is made).
17. Where a Member is successful in an application for a home match ticket, the Club shall (in its absolute discretion) either: (i) inform the Member of the location and details of the seat which they have been allocated and activate that Member's Membership Card so as to allow the Member to access the Stadium via the Stadium Access System; or (ii) issue the Member with a paper ticket for the relevant match. To access the Stadium, a Member must either: (i) insert their Membership Card in to the Stadium Access System as directed by the turnstile operator; or (ii) if allocated a paper ticket, present such paper ticket at the turnstile reader as directed by the turnstile operator. Admission will be refused to any person who attempts to use the same Membership Card or paper ticket on more than one occasion at the same match, or use a Membership Card or paper ticket which has been cancelled or deactivated for that match.
18. Where a Member obtains a ticket for any away match through the relevant application process conducted by the Club, that ticket is sold: (i) by the Club as agent on behalf of the away club (or, if applicable, the governing body or competition organiser); (ii) subject to the relevant terms and conditions of the away club (or, if applicable, the governing body or competition organiser) and all issues relating to access to, crowd control and stewarding at the away club's stadium shall be the responsibility of the away club (or, if applicable, the governing body or competition organiser) and not the Club (and the Club shall have no liability to the Member or any third party in respect of such matters); and (iii) subject to any additional terms and conditions imposed by the Club in respect of away match tickets (which shall include these terms and conditions and in the event of any conflict shall take precedence over the relevant terms and conditions of the away club or, if applicable, the governing body or competition organiser)). If, following the allocation of an away match ticket to a Member: (i) any Member commits a breach of the terms and conditions and/or ground regulations of the relevant away club (or, if applicable, the governing body or competition organiser); and/or (ii) commits a breach of any additional terms and conditions imposed by the Club in respect of away match tickets; in each case it shall be deemed to be a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 32 shall apply.
19. Where match tickets are on general sale, a Member shall be entitled to purchase a match ticket at the then current price for Members provided that they shall only be entitled to the relevant discount for Members on the purchase of that match ticket alone or, where purchasing more than one match ticket, for the purchase of any other match tickets on behalf of any other then current Members. For the avoidance of doubt, a Member shall not be entitled to receive the relevant discount where such Member purchases either: (i) more than one match ticket (and has had the benefit of the discount already (either as part of that transaction or otherwise)); or (ii) where match tickets are

purchased at the same time on behalf of any person who is not a Member.

20. The use of a home match ticket by a Member shall be subject to the Match Ticket Terms and Conditions. A breach of the Match Ticket Terms and Conditions by a Member shall constitute a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 32 shall apply.

Automatic Renewal

21. The following provisions shall apply to the operation of the automatic renewal process:
- (a) the Membership of each Member shall commence on the date on which it is purchased and shall, subject to paragraph 21(d), paragraph 21(e), paragraph 22 and paragraph 31, automatically renew each Year on 1 June (the “**Renewal Date**”);
 - (b) within a reasonable timeframe prior to the end of each Year, the Club shall remind each Member that their Membership will automatically renew on the Renewal Date for the subsequent Year and inform each Member of:
 - (i) the price payable in respect of their Membership for the subsequent Year;
 - (ii) the methods by which a Member may confirm to the Club that they wish to exclude their Membership from the automatic renewal process and either: (1) renew their Membership manually (not as part of the automatic renewal process); or (2) let their Membership expire, in which case it shall not be renewed (and shall therefore be deemed to be cancelled); and
 - (iii) the terms and conditions applicable to their Membership for the subsequent Year and any other information which is relevant to the renewal and use of their Membership for the subsequent Year.
 - (c) subject to paragraph 21(e), the Club shall take payment for the renewal of the Member’s Membership by using the payment card details provided to the Club by the Member for the purchase of their Membership (or where their Membership has previously been automatically renewed, the payment card details provided to the Club which were used to pay for such renewal). Notwithstanding the foregoing, if the Member wishes to pay for the renewal of their Membership using another payment method they shall inform the Club of this in the manner communicated to the Member by the Club prior to the Renewal Date;
 - (d) if the Member fails to provide the Club with a valid payment method for the renewal of their Membership and the Club is therefore unable to process the renewal of their Membership then their Membership shall not be renewed (and shall therefore be deemed to be cancelled);
 - (e) if the Member wishes to exclude their Membership from the automatic renewal process then they must do so in the manner specified by the Club by 5pm on the date specified by the Club (unless such date is not a working day, in which case by 5pm on the next working day following the date specified by the Club) prior to the Renewal Date;
 - (f) any Member who excludes their Membership from the automatic renewal process may either: (i) still renew their Membership manually (not as part of the automatic renewal process) provided that this is done prior to the Renewal Date in accordance with the manual methods of renewal made available by the Club (for example, by contacting the Ticketing & Membership Services team); or (ii) let their Membership expire, in which case it shall not be renewed (and shall therefore be deemed to be cancelled); and
 - (g) if the Member does not exclude their Membership from the automatic renewal process then:
 - (i) their Membership shall automatically renew on the Renewal Date for the subsequent Year (subject to paragraph 21(d) and paragraph 22) and the Member shall then have no right to choose not to renew their Membership for that Year or to cancel their Membership for the that Year; and
 - (ii) the Member shall be deemed to have accepted the terms and conditions which

apply to that subsequent Year.

22. Notwithstanding paragraph 21 above, the Club is entitled (in its absolute discretion) to: (i) withdraw or exclude a Member's Membership, or exclude any additional membership scheme(s) operated by the Club from, the automatic renewal process; and/or (ii) amend such renewal process (for example by adopting an alternative renewal process) provided that any such amendment to the renewal process will be communicated to affected Members sufficiently in advance.

Use of your Membership Card

23. Each Member shall be entitled, upon presentation of their Membership Card, to free admission to all of the Club's home reserve team matches (wherever played, subject to capacity restrictions at the relevant venue not having been exceeded).
24. When seeking to enjoy the benefits of Membership, a Member (or any person purporting to be the Member) may be required at any time to deliver up the relevant Membership Card for inspection by the Club and to prove that they are the Member.
25. If a Member damages, loses or misplaces their Membership Card, or has the same stolen, they should report this to the Club as soon as possible. If a Membership Card is stolen, the Police should also be contacted immediately by the Member and the relevant crime number should be quoted in all correspondence with the Club. Unless the Club reasonably believes that a Member is, or has been, acting in a fraudulent or illegal manner and/or in breach of any of these terms and conditions, then the Club shall issue a replacement Membership Card to the relevant Member (subject to paragraph 26 below).
26. The issue of a replacement Membership Card by the Club to a Member shall be subject to: (i) (in certain circumstances, and at the Club's discretion) the requirement that the Member of a damaged, lost or stolen Membership Card attends the Club Ticket Office in person to collect such replacement Membership Card and provides the Club with satisfactory evidence of their identity; and (ii) the payment of a fee to the Club (unless the Club in its absolute discretion decides to waive such fee). The level of such fee shall be communicated to the relevant Member at the relevant time and shall represent those costs incurred by the Club in issuing and administering any such replacement Membership Card.

Contact Details and Payment

27. So that the Club can effectively communicate with Members, each Member must provide the Club with up to date contact details and keep the Club informed at all times of any changes to such contact details.
28. If the method of payment provided for Membership fails or is refused (other than as a result of a fault of the Club), the prospective Member shall pay any bank, administration or similar charges incurred or imposed by the Club as a result, and Membership will be withdrawn from the Member until the Membership subscriptions (and any relevant charges) have been paid for in full.
29. From time to time the Club may charge a booking or administration fee when processing payments made by a Member using payment cards (usually in the form of a percentage of the overall transaction value). Where any such booking or administration fee is charged the Member will be informed of the fact that the charge is being levied and the amount of the charge prior to such charge being incurred.

Re-sale / Transfer of Membership

30. Membership is personal to each Member, is not transferable and shall not be transferred or re-sold under any circumstances, except where expressly permitted by the Club in its absolute discretion. Membership Cards (and any replacement paper tickets) will remain the property of the Club at all times. The Club reserves the right to require the immediate return of a Member's Membership Card (and any replacement paper tickets) at any time. If the Member fails to return the Membership Card (and/or any replacement paper tickets) when required by the Club, it shall be deemed to be a breach of these terms and conditions by the Member and, for the avoidance of doubt, the terms of paragraph 32 shall apply.

Your Legal Right to Cancel your Membership

31. If you are a consumer and if you have purchased your Membership online or by telephone or by post, you have the right to cancel your Membership within 14 days from the date of purchase or renewal (as applicable) without giving any reason. To exercise this right to cancel, you must inform the Club of your decision to cancel within the 14 day period by contacting a member of the Ticketing & Membership Services team on telephone number 0161 868 8000. If you cancel your Membership, the Club will provide a full refund of your Membership Fee (to the card used for payment, if applicable) not later than 14 days from the date on which you informed the Club of your decision to cancel your Membership.

Application of Sanctions

32. Without prejudice to any other rights or remedies that the Club may have, the Club reserves the right to:
- (a) suspend the use of a Member's Membership and/or all or some of its associated benefits for a period of time;
 - (b) withdraw the use of a Member's Membership and/or all or some of its associated benefits completely;
 - (c) terminate a Member's Membership;
 - (d) prevent a Member and/or any individual in possession of a Member's Membership Card (either indefinitely or for a period of time) from attending any future match held at the Stadium;
 - (e) bar a Member from any future application process conducted in respect of match tickets; and/or
 - (f) provide the police, the Premier League (or, if applicable, the relevant governing body or competition organiser), other football clubs, event holders and/or other relevant authorities with any relevant information (who in turn may notify the police, the Premier League (or, if applicable, the relevant governing body or competition organiser), other football clubs, event holders and/or other relevant authorities with such information);

in any of the following circumstances:

- (i) the Member: (1) breaches any of these terms and conditions; or (2) otherwise misuses the Membership or Membership Card;
- (ii) the Member breaches any of the terms and conditions of any other Club related scheme in which he/she is participating;
- (iii) the Member is prohibited (whether by law or otherwise) from attending any football ground (including the Stadium) or is the subject of football related criminal or civil proceedings; or
- (iv) any monies are due from a Member to the Club and/or any Manchester United group company (in respect of the Member's Membership or otherwise).

Please refer to the Official Club Sanctions document which is available at www.manutd.com/clubsanctions and which provides a guide to the sanctions that the Club may impose in the circumstances set out in this paragraph 32.

33. The Club shall not be obliged to make any refund to a Member if their Membership and/or any associated benefits are suspended or withdrawn or if their Membership is terminated by the Club.
34. Except where a Member exercises their legal right to cancel under paragraph 31 above, if a Membership is cancelled by a Member, no refund will be paid to the relevant Member for any remaining period of Membership.

The Club's Liability to Members

35. If the Club fails to comply with these terms, the Club is responsible for loss or damage the Member suffers that is a foreseeable result of the Club being in breach of these terms and conditions,

however, the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the contract was made, both the Member and the Club knew it might happen, for example, if the Member discussed it with the Club during the sales process.

36. Notwithstanding paragraph 35, the Club is not liable for any business losses. If the Member's purchase of their Membership is for any commercial business purposes (or where the Member is not acting as a consumer), the Club will have no liability to a Member for any loss of profit, loss of business, business interruption, or loss of business opportunity.
37. The Club shall not have any liability to a Member for any failure to carry out or delay in carrying out any of the Club's obligations under these terms and conditions which is caused by circumstances outside its reasonable control.
38. The Club shall not have any liability to a Member for any late delivery or non-delivery of any Membership Card, replacement paper ticket, away match ticket, documents or other materials resulting from the actions or omissions of any postal service provider.
39. For the avoidance of doubt, the Club does not exclude or limit its liability for:
 - (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation by the Club; and/or
 - (c) any liability which cannot be limited or excluded by law.

The Club's right to change Membership

40. The benefits of Membership are as advertised by the Club from time to time. The Club reserves the right from time to time to substitute replacement products or benefits as part of Membership in place of any products or benefits advertised in promotional material.
41. The Club reserves the right to re-brand or re-name Membership or introduce additional membership schemes at any time. Members may, at the discretion of the Club, be transferred to any such additional or replacement scheme without prior notice provided always that they shall be entitled to the same or substantially similar benefits under the new scheme as they were entitled to under the scheme of which they were a Member, and provided that no further cost shall be payable by that Member unless otherwise expressly agreed by that Member. Nothing in these terms and conditions guarantees a Member will be entitled to become a member of any other official membership scheme.

General

42. If a Member has any problem with their Membership, they should contact a member of the Ticketing & Membership Services team on telephone number 0161 868 8000. In addition, where the Member is a consumer, the Member can obtain further guidance and advice from Citizens Advice (www.adviceguide.co.uk).
43. The Alternative Dispute Resolution body for the Club is The Independent Football Ombudsman. The Independent Football Ombudsman can be contacted at the following address: The Independent Football Ombudsman, Suite 49, 33 Great George Street, Leeds LS1 3AJ. In addition, please note that disputes in relation to online purchases of Membership may be submitted for online resolution to the European Commission Online Dispute Resolution platform.
44. These terms and conditions, together with (as appropriate): (i) any associated online application form/process; (ii) the scripted information read out to callers to the call centre; and/or (iii) information provided to an individual attending the ticket office (or such other physical location from which the Club may sell Memberships); comprise the entire agreement between the Club and a Member in relation to the purchase of a Membership and subsequent use of a Membership Card.
45. The Club reserves the right to change these terms and conditions from time to time (for example, to make changes to the automatic renewal process or to reflect changes in relevant laws and regulatory requirements), and shall publicise such changes on its website.
46. The Club shall at any time be entitled to transfer its rights and obligations under these terms to

another organisation within its group. The Club confirms that: (i) any such transfer shall not adversely impact the Member and/or their Membership; and (ii) it shall use reasonable endeavours to inform Members of any such transfer (for example, by placing a notice on its website of such transfer).

47. If any of these terms and conditions are found by a court to be illegal, the rest of the contract will remain in force. Each of the paragraphs of these terms operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
48. This contract is between the Member and the Club. No other person shall have any rights to enforce any of its terms.
49. Even if the Club delays in enforcing this contract against the Member, the Club will be entitled to enforce it at a later stage. If the Club does not insist immediately that the Member does anything he/she/it is required to do under these terms and conditions, or if the Club delays in taking steps against the Member in respect of him/her/it breaking this contract, that will not mean that the Member does not have to do those things or that the Club is prevented from taking steps against the Member at a later date.
50. These terms and conditions are governed by English law and any legal proceedings must be brought in the English courts. Notwithstanding the foregoing, if the Member is a consumer and: (i) is resident in Scotland then legal proceedings may be brought in either the Scottish or the English courts; or (ii) is resident in Northern Ireland, then legal proceedings may be brought in either the Northern Irish or the English courts.