

## **Matchday VIP Experience Terms and Conditions 2021/22**

**The Matchday VIP Experience Terms and Conditions 2021/22 apply to the purchase and use of Matchday VIP Experience Facilities by Ticket Holders.**

**Please read the terms and conditions and any additional information provided to you in respect of the Facilities carefully before concluding a contract to purchase Facilities. The terms and conditions are set out overleaf, however, we draw your attention to the following key terms:**

- **Facilities are located in the 'home' section of the Stadium. To ensure the safety and enjoyment of visitors to the Stadium on a match day, the Club may refuse to admit to the Stadium or eject from the stadium anyone who is visibly supporting the opposition team and/or whose behaviour may create and/or increase potential crowd disorder and/or result in a reaction from other ticket holders. Additionally, in both cases the use of Facilities by such person(s) shall be deemed a breach of these terms and conditions by the Ticket Holder.**
- **Facilities may not be re-sold without the prior written consent of the Club. Facilities may be used by Authorised Representatives of the Ticket Holder, but must not be sold to those Authorised Representatives or any other third party without the prior written consent of the Club. It is the responsibility of the Ticket Holder to ensure that any Authorised Representative who uses the Facilities is aware of and complies with these terms and conditions.**
- **The dates and times of all of the Club's matches to be held at the Stadium during the Season are subject to alteration. Reasonable endeavours shall be made by the Club to publicise any change to the date and/or time of a match as far in advance as possible. No refunds will be given by the Club for any Match unattended other than in the specific circumstances set out at paragraph 7 of these terms and conditions. In all other respects, where any match is cancelled, abandoned or postponed the Club shall have no liability whatsoever to Ticket Holders or any Authorised Representatives in respect of any such match except that, following any cancellation, abandonment or postponement of a home match, a Ticket Holder or any Authorised Representative shall be entitled to attend the rearranged match (if any).**
- **The Club operates a dress code, with which all Ticket Holders and any Authorised Representatives are required to comply. A copy of the dress code which applies to the Facilities is available at [www.matchdayvip.manutd.com/en/Information.aspx](http://www.matchdayvip.manutd.com/en/Information.aspx) or on request.**
- **The Club reserves the right to: (i) refuse to admit to the Stadium; or (ii) eject from the Stadium; any Ticket Holder or any Authorised Representative (including, for example, where (1) the admission and/or presence of that Ticket Holder or Authorised Representative may cause a nuisance to other ticket holders and/or their guests; or (2) where the Club considers that the presence of such Ticket Holder or Authorised Representative may lead to damage, destruction or loss of property). Additionally, the behaviour by such person which results in the Club refusing him/her admission or ejecting him/her shall be deemed a breach of these terms and conditions by the Ticket Holder.**
- **In certain circumstances, the Club has the right to do any of the following: (i) eject any Ticket Holder and/or Authorised Representative from the Stadium (or refuse them entry to the Stadium); (ii) terminate the contract between the Club and the Ticket Holder for the Facilities; (iii) prevent a Ticket Holder and/or any Authorised Representative (either indefinitely or for a period of time) from attending any future match held at the Stadium; and/or (iv) provide relevant information to the police or other relevant authorities. The circumstances include: (i) the Ticket Holder or any Authorised Representative breaching these terms and conditions or otherwise misusing the Facilities or Entry Materials; (ii) Facilities being re-sold or offered for re-sale in contravention of legislation applicable to ticket touting; (iii) the Ticket Holder being prohibited by law from attending any football ground or being the subject of football related criminal or civil proceedings; and/or (iv) the Ticket Holder or any Authorised Representative failing to make any payments due to the Club. Please read paragraph 29 for full details.**

- If the contract for Facilities is terminated, the Ticket Holder may make a written request for a refund after the end of the relevant Season. A refund will only be payable if the Club is able to re-sell the Facilities for the affected match(es). If the Club is able to do so, the level of refund shall be equal to the sums actually received by the Club from re-selling the Facilities less certain deductions (including any monies owed by the Ticket Holder and/or any Authorised Representative and/or a reasonable administration fee. Once the deductions have been made, there may be no amount remaining to be refunded. If any refund is payable, then it will be made after the end of the relevant Season. Please read paragraph 30 for further details.
- Ticket Holders will be charged for damage caused during the use of their Facilities, save for reasonable wear and tear.
- No one under the age of 18 shall be permitted to enter the Facilities unless accompanied by an adult.

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

## Matchday VIP Experience Terms and Conditions – Season 2021/22

### Definitions

1. In these terms and conditions:

**“Authorised Representative”** means a person authorised by a Ticket Holder to use that Ticket Holder’s Facilities for a specific Match pursuant to these terms and conditions;

**“Booking Form”** means the form for the purchase of the Facilities which sets out the details of the Facilities purchased and their cost;

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

**“Entry Materials”** means the digital/e-ticket entry card and/or other materials relating to the Facilities and provided to a Ticket Holder (or their Authorised Representative) in order for such Ticket Holder (or their Authorised Representative) to access the Facilities for the Match;

**“Facilities”** means a seat (or seats) and associated facilities at the Stadium, as such seats and/or facilities are identified in the Booking Form;

**“Match”** means the specific home match(es) during the Season for which a Ticket Holder has purchased the Facilities;

**“Material”** means any audio, visual or audio-visual material or any information or data;

**“Reseller Code of Conduct”** means the code of conduct for the re-sale of hospitality facilities;

**“Season”** means the football season (usually running from August to May inclusive);

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

**“Spectator’s Code of Conduct”** means the Code of Conduct published by the Club and which may be updated from time to time in light of COVID-19;

**“Stadium Access System”** means the automated system which permits a Ticket Holder or their Authorised Representative access to the Stadium via their Entry Materials; and

**“Ticket Holder”** means the registered holder of the Facilities.

### Purchase of your Facilities

2. The purchaser of the Facilities is required to agree to these terms and conditions at the point of purchase. Any individual purchasing Facilities for a third party shall be deemed to be acting with the authority of each Ticket Holder for whom they are making that purchase, including acting with the authority of each Ticket Holder to agree to these terms and conditions on their behalf.
3. The purchase of the Facilities shall permit the Ticket Holder to use the Facilities for the purpose of viewing the relevant Match.
4. For the avoidance of doubt, the purchase of Facilities only grants the Ticket Holder the right to use the Facilities for the Match and does not grant the Ticket Holder exclusive possession of the Facilities or create a tenancy of any kind.
5. The Spectator’s Code of Conduct and the Ground Regulations issued from time to time by the Premier League and the Football League and which are part of the General Safety Certificate for the Stadium

issued by Trafford MBC (copies of which are exhibited at the Stadium and which can also be obtained from the Club on request) shall form part of these terms and conditions. Additionally, a breach of the Spectator's Code of Conduct and/or the Ground Regulations shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 29 shall apply. The issue of Entry Materials and subsequent access to the Stadium is subject to these terms and conditions and the rules and regulations of FIFA, UEFA, The FA, the Premier League and the Football League. Any conflict, ambiguity or inconsistency between these Terms and Conditions, the Spectator's Code of Conduct and the Ground Regulations shall be resolved with these Terms and Conditions taking priority.

6. It is the responsibility of a Ticket Holder to check that the Entry Materials are complete when they are received by the Ticket Holder. If any items are missing from the Entry Materials, the Ticket Holder should contact the Club as soon as practicable.

#### **Dates and Times of Matches**

7. The dates and times of all of the Club's matches to be held at the Stadium during the relevant Season are subject to alteration. Although reasonable endeavours shall be made by the Club to publicise any change to the date and/or time of a match as far in advance as possible, it is the responsibility of a Ticket Holder to check whether the date and/or time of any Match has been changed. No refunds will be given by the Club for any Match unattended other than in the following specific circumstances:
  - (a) where a Ticket Holder has booked and/or purchased facilities for a Match prior to the first announcement of the date on which the relevant Match is due to be held (for example, where the Ticket Holder has purchased a ticket for the Premier League Match between the Club and Liverpool Football Club prior to the first announcement of the Premier League fixtures for that Season), then, following the first announcement of the date of the Match, the Ticket Holder shall be entitled to either: (i) cancel the booking or purchase of the Facilities for the relevant Match and obtain a refund of the price paid for the Facilities (which refund shall be calculated in accordance with Paragraph 9); or (ii) transfer the booking or purchase to an alternative Match to be held during the then current Season (subject to availability); provided that in each case the Ticket Holder informs the Club within 14 calendar days of the announcement of the date of the Match that it wishes to cancel the booking or purchase of the Facilities or transfer such booking or purchase to another Match;
  - (b) where a Ticket Holder has booked and/or purchased Facilities for a Match after the announcement of the date on which the relevant Match is due to be held and the date on which the Match is to be held is subsequently: (i) rearranged by more than two calendar days (for example, the Match is moved from a Saturday to the following Tuesday); and (ii) such change is as a result of either: (1) the Match being changed in order to be broadcast on live television; or (2) the Match being required to be changed in order to accommodate changes to the fixture list for the Season (for example, if the Club has qualified for the later stages of one or more cup competitions which means that a Premier League Match is required to be postponed) then, following the announcement of the rearranged date of the Match, the Ticket Holder shall be entitled to either: (a) cancel the booking or purchase for the Facilities and obtain a refund of the price paid for the Facilities (which refund shall be calculated in accordance with Paragraph 9); or (b) transfer the booking or purchase to an alternative Match to be held during the then current Season (subject to availability); provided that in each case the Ticket Holder informs the Club within 7 calendar days of the date on which the announcement of the change in the date of the Match was made; or
  - (c) where expressly agreed by the Club in its absolute discretion.
8. In all other respects, where any Match is cancelled, abandoned, postponed or re-arranged, the Club shall have no liability whatsoever to any Ticket Holder or any Authorised Representative in respect of any such Match except that, following any cancellation, abandonment, postponement or re-arrangement of the Match, a Ticket Holder or any Authorised Representative shall be entitled to attend the

rearranged Match (if any). Examples of where this paragraph 8 would apply include (without limitation): (i) where a Match is postponed or abandoned due to adverse weather conditions; (ii) where a Match is cancelled as a result of damage to the Stadium which means that the Match cannot take place on the scheduled Match Date (for example, a fire which renders all or part of the Stadium unusable).

9. Where a Ticket Holder is expressly entitled to receive a refund for any Match, and requests such refund, in accordance with Paragraph 7, the refund payable by the Club to the Ticket Holder shall be calculated as follows:
  - (a) where a Ticket Holder has purchased Facilities for an individual Match, the Ticket Holder shall be entitled to a full refund of the price which the Ticket Holder has paid for such Facilities; or
  - (b) where a Ticket Holder has purchased Facilities for multiple Matches as part of a discounted offer (for example, as part of a multi-purchase/bundle package) the refund shall be the full value of the advertised price payable in respect of the relevant Match less the value of any discount applied in respect of the non-cancelled Match tickets which form part of the packaged offer (the intention being that the Ticket Holder shall be required to pay the full advertised price for the remaining Tickets which have not been cancelled).
10. Notwithstanding any other provision of these terms and conditions, if for any reason related to COVID-19:
  - (a) MU is unable to admit a Ticket Holder (or their Authorised Representative) into the Stadium for the Match; or
  - (b) MU is required to reduce the capacity of the Stadium and as a result MU makes the decision (at its discretion) that it is not able to admit a Ticket Holder (or their Authorised Representative) into the Stadium; or
  - (c) MU is unable to provide the Facilities and/or the associated services as described in the Booking Form for the Match;

the amount paid by the Ticket Holder in respect of the Match shall be refunded to the Ticket Holder or, if alternative are available, the Ticket Holder can elect to use the price paid for the Match to be used to purchase a ticket for an alternative match. In such situations, MU shall have no liability for any losses (including travel costs or accommodation costs), or expenses incurred by a Ticket Holder.

### **Use of your Facilities**

11. Facilities are located in the 'home' section of the Stadium (i.e. the section for supporters of Manchester United). Accordingly, in order to ensure the safety of other visitors to the Stadium on a match day, the Club shall be entitled to refuse to admit to the Stadium or immediately eject from the Stadium any person if the Club or the Club's officials consider that: (i) such person is visibly supporting the opposition team; and/or (ii) the presence or behaviour of such person may: (1) create and/or increase potential crowd disorder at the Stadium; and/or (2) result in a reaction from other ticket holders. Additionally, in both cases the use of the Facilities by such person shall be deemed a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the provisions of paragraph 29 shall apply.
12. Only one person (irrespective of age) per Match will be admitted to the Stadium in respect of each seat connected to the Facilities and any Ticket Holder (or Authorised Representative) under the age of 18 must be accompanied by an adult in order to use the Facilities.
13. The Club reserves the right (in its reasonable discretion) to: (i) refuse to admit to the Stadium; or (ii) eject from the Stadium; any Ticket Holder or any Authorised Representative (including, for example, where: (1) the admission and/or presence of that Ticket Holder or Authorised Representative may cause

a nuisance to other ticket holders and/or their guests; or (2) where the Club considers that the presence of such Ticket Holder or Authorised Representative may lead to damage, destruction or loss of property). Additionally, the behaviour by such person which results in the Club refusing him/her admission or ejecting him/her shall be deemed a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the provisions of paragraph 29 shall apply.

14. Admittance to the Stadium shall only be permitted upon the satisfactory production by a Ticket Holder or any Authorised Representative of the Entry Materials. Admission will be refused to any person who attempts to: (i) use Entry Materials which have been cancelled or suspended or for which the contract has been terminated; or (ii) use the same Entry Materials on more than one occasion at the same Match. Such acts shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 29 shall apply.
15. Entry Materials must be stored on the Ticket Holder's (or an Authorised Representatives) mobile phone, within the mobile phone's digital wallet, in order for the Ticket Holder/an Authorised Representative to access the Stadium. It is the Ticket Holder/an Authorised Representative's responsibility to ensure the Entry Materials can be scanned by the Stadium Access System, which includes:
  - a. Prior to arriving at the Stadium downloading the Entry Materials to their mobile phone therefore ensuring that their mobile phone is capable of downloading, storing and being compatible with the Entry Materials;
  - b. Ensuring that their mobile phone has enough battery power and is fully functional so that they can scan the Entry Materials into the Stadium Access System when seeking access the Stadium; (if the screen of the mobile phone is damaged the Stadium Access System may be unable to scan the Entry Materials).

The Ticket Holder or their Authorised Representative may incur data charges from their mobile network provider when downloading the Entry Materials. Due to the wide variety of mobile phone handsets the Club are unable to offer technical support or assistance in relation to downloading or compatibility of the Entry Materials with mobile devices.

16. No Ticket Holder or Authorised Representative will be permitted access to the Stadium unless they comply with the relevant dress code (as directed by the Club from time to time) which applies to the use of their Facilities. Whether any Ticket Holder or Authorised Representative complies with the dress code shall be at the sole discretion and judgement of the Club. A copy of the dress code which applies to the Facilities is available at [www.matchdayvip.manutd.com/en/Information.aspx](http://www.matchdayvip.manutd.com/en/Information.aspx) or on request.
17. Ticket Holders and Authorised Representatives are not permitted to re-enter the Stadium if they leave the Stadium at any time on a Match day, save where otherwise permitted by the Club in its absolute discretion.
18. From time to time the Club may charge a booking or administration fee when processing payments made by a Ticket Holder 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 Ticket Holder will be informed of the fact that the charge is being levied and the amount of the charge prior to such charge being incurred.
19. Smoking is not permitted in any part of the Stadium and the Club takes a serious view of any individual in breach of this policy. The Club reserves the right to eject from the Stadium any Ticket Holder or Authorised Representative smoking in any part of the Stadium. For the avoidance of doubt, the foregoing includes smoking of imitation cigarettes, personal vaporizers and/or any other form of electronic or e-cigarette.

20. The Club shall have no liability to a Ticket Holder (or any Authorised Representative) for: (i) any interruptions and/or restrictions to the view of any Match; and/or (ii) any impact on the Ticket Holder's (or Authorised Representative's) enjoyment of any Match; in each case which is caused by either: (1) the position of the Ticket Holder's allocated seat; and/or (2) other ticket holders in the Stadium.
21. Ticket Holders and Authorised Representatives shall abide by the Sporting Events (Control of Alcohol etc) Act 1985 (as amended) and by all other instructions issued by the Club relating to the consumption of alcohol at the Stadium. If: (i) the Ticket Holder (or an Authorised Representative) is convicted of an offence contrary to the Sporting Events (Control of Alcohol etc) Act 1985 (as amended); (ii) the Ticket Holder (or an Authorised Representative) fails to comply with any instructions issued by the Club relating to the consumption of alcohol at the Stadium; or (iii) the Club reasonably suspects that such an offence has been committed or that such instructions issued by the Club have not been complied with; then this shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the provisions of paragraph 29 shall apply. For the avoidance of doubt, the Club shall also be entitled to refuse to serve alcohol to any Ticket Holder and/or any Authorised Representative in its absolute discretion.
22. If a Ticket Holder or an Authorised Representative loses or misplaces their mobile phone (or deletes the Entry Materials from their digital wallet) the Ticket Holder can download a duplicate Entry Materials. When downloading Entry Materials the Ticket Holder/Authorised Representative must not act in a fraudulent or illegal manner and/or in breach of any of these terms and conditions (including without limitation paragraph 24 below). **Ticket Holders and Authorised Representatives should note that once Entry Materials have been scanned by the Stadium Access System and entry into the Stadium permitted for a match any subsequent attempts to enter the Stadium for the same match using the Entry Materials will be denied.**
23. The Ticket Holder shall pay for any additional food and drink ordered by the Ticket Holder (or any Authorised Representative) (over and above any food and drink specifically provided as part of the Facilities) and/or any additional goods or services (for example merchandise or commemorative photographs) purchased by the Ticket Holder (and/or any Authorised Representative) on the Match day on which they are purchased. For the avoidance of doubt, any food and drink which is provided to a Ticket Holder (or any Authorised Representative) either in addition to or as part of the Facilities must be consumed within the Stadium.
24. The Club shall have the right to charge a Ticket Holder for the actual cost of any repairs, cleaning, maintenance and/or replacement of any facilities in the Stadium resulting from any act or omission of the Ticket Holder and/or any Authorised Representative, except as a result of reasonable wear and tear. If the Ticket Holder fails to pay any charges due within the timeframe specified by the Club in an invoice (usually 14 days from the date of invoice), then this shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the provisions of paragraph 29 shall apply.

#### **Re-sale / transfer of Facilities**

25. Facilities are personal to Ticket Holders, are not transferable and shall not be transferred or re-sold under any circumstances, except: (i) where expressly permitted by the Club in its absolute discretion; (ii) via any ticket exchange system operated by or on behalf of the Club (if that system is available and/or becomes applicable to the Facilities); and (iii) that Facilities may be used by (but not sold to) Authorised Representatives in accordance with these terms and conditions. Each Ticket Holder shall ensure that each such Authorised Representative complies with these terms and conditions at all times and, in any event, the Ticket Holder shall be held responsible and shall be liable for any failure to comply with these terms and conditions by any Authorised Representative.
26. The unauthorised sale or disposal of football tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. If: (i) a Ticket Holder (or an Authorised Representative) is convicted of a criminal offence related to the

illegal sale of any football ticket(s); (ii) the Club reasonably suspects that a Ticket Holder (or an Authorised Representative) may have committed such an offence; or (iii) the Club reasonably suspects that a Ticket Holder (or an Authorised Representative) may have offered any football ticket(s) for re-sale without authorisation, then: (1) the Club may make any such enquires (including enquiries to the Ticket Holder and/or any Authorised Representative) as the Club considers necessary in its absolute discretion in connection therewith; (2) the Club may provide any relevant information to any party listed at paragraph 29(d) (information that the Club may disclose includes contact details of the Ticket Holder and/or any Authorised Representative, information about the offence (or suspected offence) and about any other ticket purchases); and/or (3) it shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the terms of paragraph 29 shall apply..

27. Entry Materials will remain the property of the Club at all times and the Club reserves the right to require the immediate return of the Entry Materials at any time. If the Ticket Holder fails to return the Entry Materials when required, it shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the terms of paragraph 29 shall apply.
28. Without the Club's prior written permission, to be given or withheld in its absolute discretion, Ticket Holders and/or Authorised Representatives shall not use or make the Facilities available as gifts or prizes in any competitions or other promotional activities of whatever nature, nor shall Ticket Holders and/or Authorised Representatives make any public statement, announcement or declaration or carry out or be associated with any promotional activity of whatever nature expressly or impliedly referring to a relationship between: (i) the Ticket Holder, any Authorised Representative or any third party associated with the Ticket Holder and/or any Authorised Representative; and (ii) the Club and/or any Manchester United group company.

#### **Application of Sanctions**

29. Without prejudice to any other rights or remedies that the Club may have, the Club reserves the right to:
  - (a) immediately eject from the Stadium any Ticket Holder and/or Authorised Representative (or refuse them entry to the Stadium);
  - (b) terminate the contract between the Club and the Ticket Holder for the Facilities;
  - (c) prevent a Ticket Holder and/or any Authorised Representative (either indefinitely or for a period of time) from attending any future match held at the Stadium; and/or
  - (d) provide the police, other relevant authorities, the Premier League (or, if applicable, the relevant governing body or competition organiser), other football clubs and/or event holders (who in turn may notify the police, other relevant authorities, the Premier League (or, if applicable, the relevant governing body or competition organiser), other football clubs and/or event holders) with any relevant information;

in any of the following circumstances:

- (i) a Ticket Holder, any Authorised Representative or any individual in possession of any relevant Entry Materials: (1) breaches any of these terms and conditions or the terms and conditions of any other contract which the Ticket Holder has with the Club; or (2) otherwise misuses the Facilities or Entry Materials or any other facilities held in the name of the Ticket Holder at the Stadium;
- (ii) the Club reasonably suspects that entry into the Stadium by a Ticket Holder or an Authorised Representative will result in a breach of these terms and conditions;
- (iii) the Club reasonably suspects that any Facilities have been re-sold or offered for re-sale in contravention of section 166 of the Criminal Justice and Public Order Act 1994, as



amended by the Violent Crime Reduction Act 2006 (and for the avoidance of doubt, this circumstance shall apply irrespective of whether or not the Ticket Holder is aware that the Facilities have been re-sold or offered for re-sale);

- (iv) the Ticket Holder is prohibited by law from attending any football ground (including the Stadium) or is the subject of football related criminal or civil proceedings;
- (v) any monies are due from a Ticket Holder or an Authorised Representative to the Club and/or any Manchester United group company (including, without limitation, in respect of the provision of catering and associated facilities to the Ticket Holder or an Authorised Representative and whether in respect of the Facilities, any other facilities in the name of the Ticket Holder at the Stadium or otherwise); or
- (vi) the remittance tendered by a Ticket Holder or any Authorised Representative shall be dishonoured or in any other way refused (other than by the Club) (including, without limitation, any remittance tendered in respect of the provision of catering and associated facilities to the Ticket Holder or an Authorised Representative and whether in respect of the Facilities, any other facilities in the name of the Ticket Holder at the Stadium or otherwise).

Please refer to the Official Club Sanctions document which is available at [www.manutd.com/clubsanctions](http://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 29.

- 30. If the contract for Facilities is terminated, the Ticket Holder may make a written request for a refund after the end of the relevant Season. A refund will only be payable: (i) for any match(es) for which the Facilities are not available as a result of the termination; and (ii) to the extent that the Club is able to re-sell the Facilities for such match(es). If the Club does re-sell the Facilities for such match(es), the level of refund shall not exceed the amount paid by the Ticket Holder for the Facilities and shall be equal to the sums actually received by the Club from re-selling the Facilities less: (i) any monies owed to it (and/or any Manchester United group company) by the Ticket Holder and/or any Authorised Representative, including bank charges; (ii) any amounts due to the Club by the Ticket Holder pursuant to paragraph 31; and (iii) a reasonable administration fee (reflecting the resource and management required to: (1) investigate the circumstances resulting in the termination of the Facilities; (2) implement the termination; (3) attempt to re-sell the Facilities (whether on a seasonal or match-by-match basis) and; (4) administer the refund). For the avoidance of doubt, once the foregoing deductions have been made, there may be no amount remaining to be refunded. If any refund is payable, then it will be made after the end of the relevant Season.
- 31. The Ticket Holder shall reimburse the Club for any and all costs, expenses and/or losses suffered by the Club as a result of any breach of these terms and conditions by the Ticket Holder and/or any Authorised Representative, or a failure by such persons or entities to pay any sums to the Club when due. Such costs and/or expenses shall include (without limitation): (i) any legal costs incurred by the Club or its professional advisors; and (ii) interest on sums due to the Club at a rate of 3% above the base rate of the Bank of England from time to time.

#### **The Club's Liability to the Ticket Holder**

- 32. If the Club fails to comply with these terms, the Club is responsible for loss or damage the Ticket Holder 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 Ticket Holder and the Club knew it might happen, for example, if the Ticket Holder discussed it with the Club during the sales process.

33. Notwithstanding paragraph 32, the Club is not liable for any business losses. If the Ticket Holder's purchase and/or use of the Facilities is for any commercial business purposes (or where the Ticket Holder is not acting as a consumer), the Club will have no liability to a Ticket Holder (or their Authorised Representative) for any loss of profit, loss of business, business interruption, or loss of business opportunity.
34. The Club shall not have any liability to a Ticket Holder (and/or any Authorised Representative) for any failure to carry out or delay in carrying out any of the Club's obligations under these terms and conditions, including admitting a Ticket Holder (and/or any Authorised Representative) to the Stadium for a particular match, caused by any circumstance outside its reasonable control.
35. The Club shall not have any liability to a Ticket Holder (and/or any Authorised Representative) for any late delivery or non-delivery of any Entry Materials, documents or other materials resulting from the actions or omissions of any postal service provider.
36. In the absence of negligence or other breach of duty by the Club or its servants or agents, a Ticket Holder and/or any Authorised Representative will be responsible for: (i) any loss, theft or damage to any of their articles left or displayed in or at the Stadium; and/or (ii) any injury to a Ticket Holder, any Authorised Representative and/or any individual in possession of any relevant Entry Materials.
37. 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.

## **General**

38. If a Ticket Holder has any problem with any of the Facilities, they should contact a member of the Matchday VIP Experience operations team on telephone number 0161 868 8000. In addition, where the Ticket Holder is a consumer, the Ticket Holder can obtain further guidance and advice from Citizens Advice ([www.adviceguide.co.uk](http://www.adviceguide.co.uk)).
39. 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.
40. The name "Manchester United" and the Manchester United crest are trade marks owned by the Manchester United group and in which the Manchester United group has built up a substantial amount of goodwill. Use of the name or the crest by a Ticket Holder or Authorised Representative without the express written consent of the Club is strictly prohibited and any such unauthorised use shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the terms of paragraph 29 shall apply. The Club reserves the right to take any action as it deems appropriate (including commencing legal proceedings) to protect its brand and image.
41. The Club may at any time in its reasonable discretion substitute a Ticket Holder's allocated Facilities with an alternative seat and/or facilities of equal (or greater) price.
42. Mobile telephones and other mobile devices are permitted within the Stadium PROVIDED THAT (i) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (ii) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone

or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites

43. Save as set out in paragraph 42, no person (other than a person who holds an appropriate licence) may capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to a match, any players or other persons present in the Stadium and/or the Stadium, nor may they bring into the Stadium or use within the Stadium (or provide to, facilitate or otherwise assist another person to use within the Stadium) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. For the avoidance of doubt, the terms of paragraph 29 shall apply for any breach of the foregoing.
44. The Club and/or any person authorised by the Club may from time to time create images and/or audio-visual video footage of Ticket Holders and Authorised Representatives attending the Stadium. The Club owns all rights in such images and footage and the Club shall be entitled to use them (and to allow others to use them) for any purpose whatsoever (provided that such use does not harm the reputation of the relevant individual whose image is used).
45. These terms and conditions (and the documentation referred to herein), together with: (i) the Booking Form; and (ii) (if relevant) the Reseller Code of Conduct; comprise the entire agreement between the Club and a Ticket Holder in relation to the purchase and use of Facilities.
46. The Club reserves the right to change these terms and conditions from time to time (for example, to reflect changes in relevant laws and regulatory requirements), and shall publicise such changes on its website.
47. The Club shall at any time be entitled to transfer its rights and obligations under these terms and conditions to another organisation within its group. The Club confirms that: (i) any such transfer shall not adversely impact the Ticket Holder and/or the provision of the Facilities by such group company; and (ii) it shall use reasonable endeavours to inform Ticket Holders of any such transfer (for example, by placing a notice on its website of such transfer).
48. 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.
49. This contract is between the Ticket Holder and the Club. No other person shall have any rights to enforce any of its terms.
50. Even if the Club delays in enforcing this contract against the Ticket Holder, the Club will be entitled to enforce it at a later stage. If the Club does not insist immediately that the Ticket Holder does anything he/she/it is required to do under these terms and conditions, or if the Club delays in taking steps against the Ticket Holder in respect of him/her/it breaking this contract, that will not mean that the Ticket Holder does not have to do those things or that the Club is prevented from taking steps against the Ticket Holder at a later date.
51. 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 Ticket Holder 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.