



Terms and Conditions

MANCHESTER UNITED FOOTBALL CLUB TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1 Definitions and interpretations

- 1.1 In these Conditions the following terms have the following meanings:
- "Affiliate"** means Manchester United Limited's holding company and subsidiary companies and its holding company's subsidiary companies from time to time (with "holding company" and "subsidiary" having the meanings given to them in section 1159 of the Companies Act 2006);
- "Applicable Laws"** means any and all: (i) laws, statutes, regulations, decisions, rulings, government policies, enactments or instruments (including national, regional, local or municipal laws, regulations or by-laws of any kind whatsoever); and/or (ii) codes of practice, policies and/or decisions of any relevant regulator; in each case which may from time to time be in force anywhere in the world and relevant to any rights and/or obligations of either party under the Contract. For the avoidance of doubt, "Applicable Laws" include the US Foreign Corrupt Practices Act, the UK Bribery Act, any legislation relating to anti-slavery and/or anti-human trafficking (including the Modern Slavery Act 2015) and/or any and all equivalent legislation and/or regulations that may from time to time be in force in any jurisdiction);
- "Conditions"** means the terms and conditions of purchase set out in this document;
- "Contract"** means the Purchase Order and these Conditions;
- "Delivery Address"** means the address at which MU requires delivery of the Goods;
- "Delivery Date"** means the date on which the Supplier shall deliver the Goods;
- "Good Industry Practice"** means the use of standards, practices, methods and procedures conforming to the law and the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the provision of similar services to an organisation of a similar size and nature as Manchester United Football Club under the same or similar circumstances;
- "Goods"** means the goods which the Supplier is to supply to MU in accordance with these Conditions;
- "Intellectual Property"** means all current and future copyright, patents, trade marks, rights in databases, inventions, trade secrets, know-how, rights in respect of confidential information, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection subsisting at any time in any part of the world;
- "MU"** means Manchester United Limited (Registered No. 2570509) or its Affiliate who has placed the Purchase Order;
- "Price"** means the price of the Goods and/or Services;
- "Purchase Order"** means MU's order for goods and/or services, incorporating these Conditions;
- "Services"** means the services which the Supplier is to supply to MU in accordance with these Conditions; and
- "Supplier"** means the Supplier specified in these Conditions, on behalf of which these Conditions have been signed.
- 1.2 The Delivery Address, Delivery Date, Price, Goods and Services and any other information relating to the subject matter of the Contract shall be as specified on the Purchase Order or, if not so specified, as otherwise advised by MU or agreed in writing between the parties.

2 Basis of Contract

- 2.1 These Conditions apply to all contracts for the purchase of goods and/or services entered into by MU and all orders placed by MU are subject to these Conditions. The Supplier agrees to deal with MU on these Conditions to the exclusion of all other terms, conditions, warranties or representations with the exception of any terms specified on the Purchase Order. In particular, but without limitation, any terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgment or acceptance of order are expressly excluded.
- 2.2 Nothing in these Conditions shall:
- 2.2.1 grant any exclusive supplier status to Supplier;
 - 2.2.2 oblige MU to purchase any goods and/or services; or
 - 2.2.3 constitute any representation by MU that it shall purchase any goods and/or services.

3 Purchase of Goods

- 3.1 MU agrees to purchase the Goods from the Supplier and the Supplier agrees to sell the Goods to MU.
- 3.2 The Supplier shall comply (and, where the Goods are re-sold, shall ensure that the manufacturer shall comply) with: (i) all Applicable Laws and Good Industry Practice; and (ii) any reasonable requirements and/or guidelines communicated to the Supplier by MU (including, for the avoidance of doubt, any such requirements and/or guidelines set out in any supplier manual provided by MU to the Supplier); in each case which concern the manufacture, labelling, packaging, packing, storage, transport and/or delivery of the Goods. The Supplier shall ensure that the Goods are properly packed, labelled and secured so as to reach their destination in an undamaged condition.
- 3.3 Ownership of the Goods shall pass to MU upon delivery to MU. Risk of damage to or loss of the Goods shall pass to MU upon delivery to MU.
- 3.4 The Seller shall ensure that where the Goods consist of perishable products, all such Goods are delivered to MU in sufficient time to allow their use and consumption before the applicable best before and use by dates.

4 Delivery

- 4.1 The Supplier shall deliver the Goods to MU at the Delivery Address on the Delivery Date during MU's business hours. Time of delivery is of the essence of the Contract.
- 4.2 If, through no fault of MU, the Goods are not delivered in full on the Delivery Date then, without prejudice to any other rights which it may have, MU reserves the right to:
- 4.2.1 cancel the Contract in whole or in part without liability to Supplier;
 - 4.2.2 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

- 4.2.3 recover from the Supplier any expenditure reasonably incurred by MU in obtaining substitute goods from another supplier;
 - 4.2.4 claim damages for any costs, liabilities, loss and/or expense suffered or incurred by MU which are in any way attributable to the Supplier's failure to deliver the Goods on the Delivery Date; and
 - 4.2.5 have all sums previously paid by MU to the Supplier under the Contract refunded by the Supplier.
- 4.3 In the event that MU cannot accept delivery of the Goods on the Delivery Date, the Supplier shall store the Goods without charge for MU until such time as MU shall notify the Supplier that it is able to accept delivery.
- 4.4 MU shall be entitled to alter the Delivery Date upon not less than 5 days' written notice to Supplier.
- 4.5 The Supplier may only make delivery of Goods by instalments with the prior written approval of MU.
- 4.6 MU shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall be entitled to a full refund of any sums paid in respect of such Goods. Supplier shall promptly collect any rejected Goods at its own expense.
- 4.7 If the Goods are delivered to MU in excess of the quantities ordered, MU shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- #### 5 Provision of Services
- 5.1 The Supplier shall perform the Services in accordance with the Contract.
- 5.2 The Supplier shall:
- 5.2.1 perform the Services in accordance with: (i) the highest professional standards and ethics which are consistent with those of MU and/or Manchester United Football Club; (ii) all Applicable Laws; (iii) Good Industry Practice; and (iv) any reasonable requirements and/or guidelines communicated to the Supplier by MU (including, for the avoidance of doubt, any such requirements and/or guidelines set out in any supplier manual provided by MU to the Supplier);
 - 5.2.2 devote all the time and attention to the performance of the Services which is necessary for their satisfactory completion in accordance with the Contract;
 - 5.2.3 advise and assist MU with respect to all aspects of the Services and comply with the reasonable requests of MU with respect to their performance;
 - 5.2.4 keep MU informed of the progress of the Services on a regular basis and, in any event, as and when reasonably required by MU; and
 - 5.2.5 whilst on MU premises observe, and ensure that all employees, consultants, agents and subcontractors which it engages in relation to the Services shall observe, all health and safety rules and regulations and security requirements that apply at MU's premises from time to time.
- 5.3 The Supplier shall meet, and time is of the essence as to, any performance dates specified in the Purchase Order or agreed in writing between the parties. If the Supplier fails to do so, MU may (without prejudice to any other rights it may have):
- 5.3.1 terminate the Contract in whole or in part without liability to the Supplier;
 - 5.3.2 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 5.3.3 recover from the Supplier any expenditure reasonably incurred by MU in obtaining substitute services from another supplier;
 - 5.3.4 claim damages for any costs, liabilities, loss and/or expense suffered or incurred by MU which are in any way attributable to the Supplier's failure to perform the Services on time; and
 - 5.3.5 have all sums previously paid by MU to the Supplier under the Contract refunded by the Supplier.
- 5.4 In the event that MU cannot accept performance of the Services on the agreed date, the Supplier shall postpone the performance of the Services without charge to MU until such time as MU shall notify the Supplier that it is able to accept performance.
- 5.5 Subject to clause 5.6, MU shall grant the Supplier and its employees such access to its premises, offices, facilities and equipment as is reasonably necessary for the performance of the Services. MU reserves the right to refuse to admit to its premises any person independent of or directly or indirectly employed or engaged by the Supplier whose admission would be, in the opinion of MU, undesirable.
- 5.6 Supplier shall and shall procure that its personnel in attendance at MU's premises and/or offices shall at all times observe and comply with any and all health and safety, security and other policies notified by MU in relation to such premises together with any and all further reasonable instructions or warnings given by MU and/or Affiliates orally or in writing from time to time.
- #### 6 Prices and payment
- 6.1 The Price shall be inclusive of the Supplier's charges for transport, packaging, packing, insurance, delivery to the Delivery Address and any customs or other duties (except UK value added tax). In the event that MU makes its own arrangements for the carriage of and/or packaging for the Goods an amount equivalent to the cost to the Supplier of carriage of and/or packaging for the Goods shall be deducted from the Price.
- 6.2 The Price is exclusive of any applicable UK value added tax, which MU shall be additionally liable to pay to the Supplier subject to receipt of a VAT invoice.
- 6.3 The Supplier shall not be entitled to increase the Price or levy extra charges or expenses, howsoever arising, against MU.
- 6.4 The Supplier shall be entitled to invoice MU for all amounts due under the Contract on or at any time after the later of delivery of the Goods and/or completion of the Services or at such other time as the Purchase Order states or the parties have agreed in writing. Each invoice shall quote MU's applicable Purchase Order number.
- 6.5 MU shall make payment to the Supplier in respect of each invoice validly issued by the Supplier (subject to any deduction or set off of any sums owed to MU by the Supplier) by the end of the month following the month in which MU received the invoice, but time for payment shall not be of the essence of the Contract.

- 6.6 The Supplier shall provide MU with such invoices, advice notes, delivery notes, timesheets and other documentation as MU shall from time to time specify.
- 6.7 Supplier shall be entitled to simple interest on undisputed overdue sums at the rate of two percent (2%) per annum above the base lending rate for the time being of Barclays Bank plc.
- 7 **Intellectual Property and Confidentiality**
- 7.1 Supplier grants to MU a world-wide, royalty free, perpetual and irrevocable licence to use any and all Intellectual Property in the Goods to the fullest extent necessary for use and enjoyment of the Goods.
- 7.2 Any and all Intellectual Property supplied and/or arising from or produced in the course of the Services shall vest in MU upon creation and shall be MU's exclusive property.
- 7.3 The Intellectual Property and other rights in any and all items, documents and materials from time to time provided to Supplier by MU in connection with and/or for the purpose of delivery of the Goods and/or Services belongs to MU or its licensors and, except solely to the extent necessary to perform Supplier's obligations under the Contract, Supplier shall have no right or title to the same.
- 7.4 Nothing in the Contract grants any right to Supplier to apply any trade mark, logo or name of MU and/or any other Affiliate and/or Manchester United Football Club to any Goods or use any such trade mark, logo or name in the course of the performance of the Services. Any such use shall be subject to a separate agreement between the parties.
- 7.5 Supplier shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes and initiatives which are of a confidential nature and have been disclosed to it by MU and/or any other Affiliate, and any other information concerning business of MU and/or any other Affiliates which it may obtain. Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging Supplier's obligations to MU. This condition shall not apply to information which is in or which comes into the public domain (other than as a result of Supplier's breach of confidence) in substantially the same form in which it is disclosed to Supplier.
- 8 **Publicity**
- 8.1 The Supplier shall not make any announcement, statement and/or press release in connection with the Contract or any other arrangements between the parties relating to the supply of the Goods and/or Services at any time (including, without limitation, any announcement and/or press release with respect to the commencement, expiry and/or termination of the Contract) except with the prior written agreement of MU.
- 8.2 Without prejudice to the generality of the foregoing the Supplier shall not be entitled to describe itself as a supplier to Manchester United Football Club, MU and/or any other Affiliates without the express prior written agreement of MU.
- 9 **Warranty and indemnity**
- 9.1 The Supplier warrants and represents to MU that the Goods:
- 9.1.1 will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier before the Contract was entered into;
- 9.1.2 will be free from defects in design, material and workmanship;
- 9.1.3 will correspond with any relevant specifications, samples or descriptions provided by or to the Supplier (including, for the avoidance of doubt, any such specifications, samples or descriptions set out in any supplier manual provided by MU to the Supplier);
- 9.1.4 will comply with all statutory requirements and regulations;
- 9.1.5 will not infringe the rights of any third party; and
- 9.1.6 the representations made by it during the tender process (including, without limitation, those contained within any tender documentation) are true, materially accurate and not misleading.
- 9.2 The Supplier warrants and represents to MU that the Services will be performed by appropriately qualified and experienced personnel with reasonable care and skill, in accordance with the highest professional standards and ethics which are consistent with those of MU and/or Manchester United Football Club and in accordance with all Applicable Laws and Good Industry Practice.
- 9.3 The Supplier shall indemnify and hold MU harmless in full against any and all liability, loss, damages, costs and expenses whether direct, indirect or consequential (including, without limitation, legal expenses) suffered, awarded against, incurred and/or paid by MU as a result of or in connection with the Contract.
- 9.4 The Supplier shall take out and maintain in full force and effect, with an insurer of repute, insurance against all insurable liabilities under this clause 9 and shall produce documentary evidence of such insurance policies on request by MU.
- 10 **Exclusion of MU liability**
- 10.1 Subject to clause 10.3, MU's total aggregate liability to the Supplier in respect of all causes 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.
- 10.2 Subject to clause 10.3 below, MU shall have no liability whatsoever for any indirect, special, consequential or exemplary damages arising out of the making of the Purchase Order, the purchase of the Goods and/or Services or any breach of the Contract whether or not MU knew or should have known of the possibility of such loss.
- 10.3 Nothing in this Contract shall limit or exclude MU's liability for: i) death or personal injury caused by its negligence; or ii) fraudulent misrepresentation.
- 11 **Cancellation**
- 11.1 MU shall be entitled, at any time and without liability to the Supplier, to cancel the whole and/or any part of its offer to purchase the Goods and/or Services and to terminate the Contract in whole and/or in part by giving notice to the Supplier at any time prior to delivery or performance, in which event:
- 11.1.1 the Contract shall continue in full force and effect in respect of Goods and/or Services already delivered or paid for by MU (if any); and
- 11.1.2 the Supplier shall, if so required by MU and notwithstanding MU having indicated that it wishes to cancel its order to purchase any of the Goods and/or Services, complete and deliver any partially completed and/or delivered Goods and all the terms of the Contract shall apply to such Goods and/or Services.
- 12 **Termination**
- 12.1 MU shall be entitled to terminate the Contract forthwith by notice in writing to the Supplier if:
- 12.1.1 the Supplier commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 10 days of receipt of notice of the breach requiring remedy of the same; or
- 12.1.2 the Supplier makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or otherwise; or
- 12.1.3 the Supplier ceases or threatens to cease to carry on business; or
- 12.1.4 there is at any time a material change in the management, membership or control of the Supplier; or
- 12.1.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of MU the capability of the Supplier to adequately fulfil its obligations under the Contract has been jeopardised; or
- 12.1.6 if MU reasonably apprehends that any of the events specified in clause 12.1.2 to 12.1.5 is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 12.2 In the event of termination pursuant to this clause 12 then, without prejudice to any other right or remedy available to it, MU shall be entitled to deduct by way of set-off any sums paid to the Supplier for Goods which have not yet been delivered. All accrued rights and liabilities of the parties shall survive termination or expiration of the Contract.
- 13 **Force majeure**
- MU reserves the right any time without liability to Supplier to defer the Delivery Date and/or payment and/or to cancel the Contract and/or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of MU including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to its workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 14 **General**
- 14.1 The remedies available to MU under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Supplier.
- 14.2 MU's rights and remedies are cumulative and no failure or delay by MU in enforcing its rights or remedies shall be construed as a waiver of such rights or remedies unless stated by MU in writing to be so, nor shall any partial exercise of a right or remedy preclude or limit the further exercise of that or any other right or remedy.
- 14.3 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.
- 14.4 Any notice or written communication required or permitted to be served on or given to either party under the Contract shall be delivered by hand or sent by recorded delivery mail to the other party at its registered office address (and, in the case of any notice to be given to MU, marked "For The Attention of Head of Legal"), or to such other address which it has previously notified to the sending party and shall be deemed to have been given on the day of delivery.
- 14.5 The Contract is personal to the Supplier and the Supplier may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the prior written consent of MU.
- 14.6 MU may without the prior written consent of the Supplier assign, novate, charge, sub-license and/or sub-contract to an Affiliate: (i) the Contract; (ii) the benefit and/or burden of the Contract or of any of its provisions; and/or (iii) any of MU's rights (including any right of action against the Supplier) and/or obligations under the Contract.
- 14.7 The Goods and/or Services purchased under the Contract may be used by MU and/or any other Affiliates. Accordingly, each Affiliate which uses or relies upon the Goods and/or Services (or any part of them) shall have the benefit of and be entitled to enforce the Contract.
- 14.8 Subject to clause 14.7, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Contract.
- 14.9 Notwithstanding clause 14.7: (i) the Contract may be varied by MU from time to time or terminated by MU in accordance with its terms without the consent of any other Affiliate and sections 2(1)(a) to (c) of the Contracts (Rights of Third Parties) Act 1999 do not apply to the Contract; (ii) any consents, approvals or notices to be issued under the Contract are only required to be issued by MU and not by any other Affiliate; and (iii) the Supplier shall only be entitled to enforce the terms of the Contract against MU and/or make any claim in relation thereto against MU (and not against any other Affiliate).
- 14.10 Nothing in the Contract creates a joint venture or relationship of partnership or agency between the parties.
- 14.11 Clause headings are purely for ease of reference and do not form part of or affect the interpretation of the Contract.
- 14.12 The Contract contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing. No representation (unless made fraudulently), undertaking or promise shall be taken to have been given, implied or relied upon from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract.
- 14.13 Save where expressly permitted under the Contract, no variation or amendment to the Contract shall be effective unless in writing signed by authorised representatives of the parties.
- 14.14 The Contract and all disputes in connection with it are governed by the laws of England and the parties accept the jurisdiction of the English courts, such that any proceedings brought by Supplier shall only be brought in the English courts but provided that:
- 14.14.1 nothing in the Contract will prevent MU or any other Affiliate from taking proceedings against the Supplier in any other court of competent jurisdiction; and
- 14.14.2 the taking of proceedings by MU or any other Affiliate in any one or more jurisdictions will not preclude the taking of proceedings by MU or any other Affiliate in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.