

MATCH HOSPITALITY TERMS AND CONDITIONS – EFL Semi-Final Play Off 2023/24

The Terms & Conditions of Entry together set out the terms upon which West Bromwich Albion Football Club Limited (the “Club”) provide the Hospitality at the Stadium.

Details of how the Club uses and protects your personal data, as well as your rights in respect of it, how to exercise your rights and how to contact us is set out in our [Customer Privacy Notice](#). More information about how the Club processes personal data in general can be found in our Privacy Policy at <https://www.wba.co.uk/privacy-policy>.

Information about other people

If you provide information to us about any other people such as your Guests, you must give them a copy of this Privacy Notice so that they understand how their information will be used. You should only provide information about them if you are authorised to do so.

1. DEFINITIONS

- 1.1. “Club Coronavirus Covid-19 Policy” means the Club Coronavirus Covid-19 Policy as issued and updated by the Club from time to time (which when applicable can be found on the Club’s website).
- 1.2. “Excluded Match” means any football match played at the Stadium which is not a Permitted Match
- 1.3. “Football Authority” means each of the Premier League, the English Football League, the Football Association, the Football Association of Wales, FIFA, UEFA and any other relevant governing body of association football.
- 1.4. “Ground Regulations” means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground that can be found on the Club’s website or and at various locations around the Ground.
- 1.5. “Guest(s)” means any person or persons on whose behalf you have purchased the Hospitality (such person or persons are those that are identified during the purchase of the Hospitality or otherwise) including babies, infants and children, such person must not be prohibited from attending the Permitted Match due to any law, guidance, restriction, protocol or rule from the Government, a national authority, a local authority, emergency service, safety body/group, Football Authority and/or the Club.
- 1.6. “Hospitality” means the right to occupy the seat (or seats) and enjoy the associated hospitality package(s) at the Permitted Match.
- 1.7. “Hospitality Terms and Conditions” means these terms and conditions.
- 1.8. “Permitted Match” means the Club home EFL semi-final play off football match in which the Club’s men’s first team participates that takes place at the Ground at the conclusion of the Club’s football season 2023-2024 as identified on the relevant match ticket for which Hospitality is purchased.
- 1.9. “Spectator Code of Conduct” means the set of rules relating to the conduct of Spectators as issued and updated by the Club from time to time (which when applicable can be found on the Club’s website).
- 1.10. “Stadium” or “Ground” means The Hawthorns, West Bromwich, West Midlands, B71 4LF.

1.11. "Terms & Conditions of Entry" means each of the rules and regulations of any Football Authority, the Ground Regulations, the Spectator Code of Conduct (which when applicable can be found on the Club's website), the Club Coronavirus Covid-19 Policy (which when applicable can be found on the Club's website), the [EFL Semi-Final Play Off Home Match Ticket Conditions of Issue 2023/24](#) and these Hospitality Terms and Conditions

1.12. "Hospitality Holder", "you" or "your" means the person or legal entity who purchases the Hospitality.

2. CONTRACT FORMATION

2.1. By submitting a request to the Club to purchase Hospitality (either verbally or written), you are making an offer to purchase the Hospitality in accordance with the Terms & Conditions of Entry. Until payment has been received by the Club in full for the Hospitality then the Hospitality you are offering to purchase will not be reserved and may be sold to another third party by the Club. Once the Club receives your payment in full in respect of the Hospitality, this will be deemed to be acceptance by the Club of your offer to purchase Hospitality and only then will a binding contract shall be formed between yourself and the Club. Such binding contract signifies your acceptance of the Terms & Conditions of Entry and your agreement to comply strictly and fully in accordance with them.

2.2. You confirm that you have the approval of each Guest for whom you are making the purchase, including acting with their authority to (1) provide any information relating to such Guest, including without limitation contact details and all Certificates and Information (as defined below) and (2) agree to the Terms & Conditions of Entry on their behalf. You shall procure that any persons benefiting from the Hospitality shall be made aware of and comply with the Terms & Conditions of Entry.

2.3. All Hospitality is issued subject to all applicable laws, guidance, restrictions, protocols and rules from the Government, a national authority, a local authority, safety body/group, emergency service, Football Authority and/or the Club that apply from time to time. The Club reserves the right to cancel without liability any Hospitality where required to do so by any applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, emergency service, safety body/group, Football Authority and/or the Club. In such circumstances clause 12.2 applies.

3. PAYMENT TERMS

3.1. Where requested by you, the Club will send you an invoice for the Hospitality (plus VAT) and all invoices must be paid immediately on receipt.

3.2. Payment for Hospitality shall be made using such payment methods as accepted by the Club from time to time.

3.3. If any monies are overdue to the Club from you in connection with the Hospitality (for any reason) the Club shall have the right to:

3.3.1. suspend enjoyment of the Hospitality until all such outstanding sums are paid and/or

3.3.2. terminate the contract for Hospitality between you and the Club

and in such circumstances, no refund will be paid and, without prejudice to any other rights, the provisions of Clause 12.2 shall apply.

4. HOSPITALITY

- 4.1. No-one shall be admitted to the Hospitality without a valid Hospitality ticket or pass (for the avoidance of doubt this includes babies, infants and children) and appropriate up to date photo identification matching the name held by the Club in respect of the relevant Hospitality ticket. Admission will be refused to any person who attempts to use a Hospitality ticket or pass which has been cancelled or withdrawn by the Club or used for more than one occasion at the same match. Any behaviour of this type will be deemed to be a breach of the Terms & Conditions of Entry.
- 4.2. Purchase of Hospitality does not guarantee a ticket for any of the Club's away matches or for any Excluded Match. The purchase of Hospitality does not entitle you and/or any Guest to enter the Stadium and/or watch any match or event other than a Permitted Match. Attendance at a Permitted Match is subject to the Terms & Conditions of Entry.
- 4.3. You must inform the Club of any special dietary requirements of you and/or your Guests at least 7 days prior to the relevant date of your Hospitality.
- 4.4. By purchasing and/or accepting Hospitality you: (a) certify that you have read, understood and accept the Terms & Conditions of Entry; (b) agree to be bound by and to comply with the Terms & Conditions of Entry; and (c) agree to bring the Terms & Conditions of Entry to the attention of all Guests and others, as required.
- 4.5. All Hospitality Holders and all Guests attend the Permitted Match at their own risk and (to the extent permitted by applicable laws and except for the losses set out in clause 12.1) the Club accepts no responsibility and/or liability from any illness and/or injury resulting therefrom. All Hospitality Holders and Guests must comply with all applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, emergency service, safety body/group, Football Authority and/or the Club that are implemented and/or as updated from time to time.
- 4.6. You warrant that you and/or your Guests (as applicable) will not attend a Permitted Match where to do so would breach applicable law(s), guidance, restriction(s), protocol(s) or rule(s) from the Government, a national authority, a local authority, safety body/group, Football Authority, emergency service and/or the Club in force at the time of the relevant Permitted Match. The Club reserves the right to cancel the Hospitality and associated benefits (or any other hospitality and associated benefits in your or your Guests name) where you and/or your Guest(s) are in breach of this clause 4.6 and, in such circumstances, no refund will be issued and clause 12.2 shall apply.
- 4.7. With the health and safety of all those attending the Permitted Match in mind, you and all Guests may be required at point of purchase and/or prior to the Permitted Match (either by themselves or by someone they have authorised to do so) to (1) provide their contact details, (2) complete health questionnaire(s), (3) provide a medical passport/certificate/pass (including without limitation a Covid pass), vaccine confirmations and/or travel confirmations, (4) provide such other documentation / information or be subject to such medical processes that are required from time to time by the Government, a national authority, a local authority, safety body/group, Football Authority, medical professional(s), emergency service and/or the Club and (5) be subject to non-invasive temperature checks and/or any other appropriate medical processes/questioning as is prudent in order to safeguard against an infectious disease (together the "**Certificates and Information**"). Parents and legal guardians are responsible for completing any required paperwork in respect of a relevant minor (if any) and shall be present at all times when a minor is having its temperature taken or is being subject to appropriate medical processes/questioning (if any). You warrant that you and all Guests will provide, when requested, all Certificates and Information and all such Certificates and Information provided will be truthful, accurate and complete. You will procure that all Guests provide the Certificates and Information when requested by the Club. You and/or Guests are required to inform the Club, at any point prior to entry into the Stadium or whilst in the Stadium, of any changes to their Certificates and Information. Without liability on the Club's part,

Hospitality for the Permitted Match may not be issued or, if issued, may be deactivated, without refund where you and/or Guests do not provide all required Certificates and Information fully and accurately or where such Certificates and Information reveals that you and/or a Guest(s) should not be attending the relevant Permitted Match due to any applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, safety body/group, Football Authority and/or the Club or where you and/or Guest(s) are suffering from any infectious disease. Clause 12.2 shall apply in such circumstances.

- 4.8. You and all Guests are requested to arrive at the Stadium (1) in good time to ensure all checks can be completed prior to entry and (2) if provided in accordance with the time advised to you by the Club. In addition, you and all Guests are required to follow all guidance/instructions provided by the Club regarding the exit of the Stadium. You and all Guests agree to be contacted by the Club regarding their attendance at the Stadium and, where required, for their contact details to be given to NHS Test and Trace (or successor or equivalent service) who may contact such Hospitality Holder / Guest or their parent/guardian to help stop the spread of COVID-19 and/or any other infectious disease.
- 4.9. If you and/or a Guest have and/or develop symptom(s) of any infectious disease whilst at the Ground you will immediately report such symptom(s) to a Club representative. The Club reserves the right without liability to you or to any other person to take such action the Club deems appropriate, which may include, without limitation refused entry to the Stadium, being taken to an isolation room for further assessment and/or removal from the Stadium of you and/or any Guest that is (1) found to be displaying any symptoms of COVID-19 or any other infectious disease and/or (2) breaching, or the Club reasonably suspects is breaching, any applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, safety body/group, emergency service, Football Authority and/or the Club relating to COVID-19 and/or any other infectious disease. In such circumstances no refund will be offered and clause 12.2 shall apply.
- 4.10. Subject to availability, you may purchase Hospitality for additional Guests for the Permitted Match at any time up to 3 days before the scheduled date of such Permitted Match. You will need to follow the purchase process provided to you by the Club from time to time in respect of such additional Guests for the Permitted Match. The additional Guests, as are all Guests, are required to comply with the Terms & Conditions of Entry. You shall procure that any additional Guests are made aware of and comply with the Terms & Conditions of Entry and that you have provided them with a copy of our [Customer Privacy Notice](#).
- 4.11. You shall and shall procure that your Guests shall observe and comply with the Terms & Conditions of Entry at all times and you will, and you shall procure that your Guests will, when enjoying the Hospitality, observe all reasonable verbal instructions from members of the Club's staff. The Club reserves the right to suspend the Hospitality and associated benefits (or any other hospitality and associated benefits in your or your Guests name), to withdraw its use, withdraw your and/or your Guests ability to benefit from Hospitality and/or cancel the contract for Hospitality between you and the Club in the event that you or any of your Guests (1) breach any of the Terms & Conditions of Entry, and/or (2) have any other Club ticket/membership cancelled/withdrawn by the Club and/or (3) otherwise misuses the Hospitality. In the event that the Club exercises its rights in accordance with this clause then, without prejudice to any other rights, no refunds will be issued and the provisions of clause 12.2 shall apply.
- 4.12. The Club may, at its discretion, at any time substitute the Hospitality (or any part thereof) with an alternative hospitality package. The Club will endeavour to ensure that such substitute hospitality package (or any part thereof) is of an equal (or greater) value, however where such substitution is not of an equal (or greater) value then the Club shall refund you the difference between the cost of the Hospitality and the cost of the substitute hospitality package (or any part thereof) (if such substitute is a lesser amount).
- 4.13. You shall not, and you shall procure that any of your Guests shall not, at a Permitted Match:

- (a) allow any animals, other than assistance dogs within the meaning of the Equality Act 2010, to enter or remain at the Stadium;
 - (b) vape, smoke tobacco or e-cigarettes anywhere at the Stadium, save for the designated smoking areas or such as areas as may be informed to the you by the Club;
 - (c) bring any illegal substances to the Stadium;
 - (d) bring any liquid refreshments (including, but not limited to, alcohol) to the Stadium;
 - (e) do or permit to be done anything at the Stadium which is illegal and/or may result in the forfeiture, endorsement or non-renewal of any licences held by the Club;
 - (f) alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Stadium, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Club;
 - (g) display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Stadium without the prior written consent of the Club;
 - (h) cause or permit to be caused any damage to the Stadium, including any furnishings, equipment or fixtures at the Stadium;
 - (i) charge any electronic device in any of the power points at the Stadium without the knowledge and consent of the Club;
 - (j) remove or tamper with any fire appliance at the Stadium;
 - (k) cause a nuisance (whether actionable or not) or annoyance or inconvenience or disturbance to the Club or to other persons who may be using the Stadium or owners of local residences or local residents living around the Stadium;
 - (l) block any gangway and/or exit at or around the Stadium; or
 - (m) behave in any way which will or may (a) damage the Stadium; (b) be immoral or dangerous (c) infringe any licenses held by the Club; (d) damage the reputation of the Club and/or (e) breach any applicable laws (including the undertaking of illegal betting or gaming) and/or (f) impair the safety of any other person attending the relevant Permitted Match.
- 4.14. The Club reserves the right, at its sole discretion, to refuse to allow any item into the Stadium which it considers to be dangerous or offensive and reserves the right to confiscate such items or refuse entry to any person in possession of such items.
- 4.15. You shall, and you shall procure that any of your Guests shall at a Permitted Match:
- (a) at all times act in a respectable and orderly manner;
 - (b) exit the Stadium in a quiet and orderly fashion at the end of the Event and in accordance with any instructions issued by the Club;
 - (c) comply at all times with the Club's policies and procedures while at the Stadium, all of which may be updated by the Club from time to time;
 - (d) at all times act in compliance with the Terms & Conditions of Entry and any instructions or notices from the Club;

- (e) take every precaution not to injure and/or damage any property, person and/or the Stadium; and
- (f) permit the Club to search all containers, bags, boxes and equipment coming into or leaving the Stadium, including those brought into the Stadium by you and/or your Guest(s).

5. PERMITTED MATCH

- 5.1. Subject to the Terms & Conditions of Entry, the Hospitality purchased pursuant to the Terms & Conditions of Entry allows you and your Guests (as applicable) to attend the Permitted Match only. You shall not be entitled to enter the Stadium and/or watch any match or event other than a Permitted Match as a result of purchasing the Hospitality.

6. DRESS CODE

- 6.1. The dress code for Hospitality areas is smart/casual (no ripped or bleached denims, trainers, tracksuits, shorts or replica football shirts or training wear (including home team kit). It is your responsibility to inform your Guests of the relevant dress codes.
- 6.2. The Club reserves the right to refuse entrance to the Stadium and cancel the Hospitality where you or any of your Guests do not follow the relevant dress code. In the event that the Club exercises its rights in accordance with this clause then, without prejudice to any other rights, no refunds will be issued and the provisions of clause 12.2 shall apply.

7. CAR PARKING

- 7.1. In circumstances where the Hospitality includes car parking, the Club will inform you in advance of such Hospitality where you and your Guests may park. Car parking may be provided (at the Club's sole discretion) within the Stadium's car parks or within an off-site car parking facility, which may include car parking facilities which are not owned by the Club. Under no circumstances are Hospitality car park permits to be passed on, loaned or sold.
- 7.2. All car parks and roads adjacent to the Stadium have access restrictions on matchdays, which the Club will inform you of in advance. If such access restrictions are not observed by you or your Guests, you may be unable to access the car parking assigned to you and your Guests. Where such access restrictions are not observed then, without prejudice to any other rights, the provisions of clause 12.2 shall apply.

8. FOOD/BEVERAGE

- 8.1. No alcoholic or non-alcoholic beverages or food of any kind may be brought into the Stadium or the Hospitality areas.
- 8.2. Neither you and/or your Guests shall consume alcohol whilst in direct view of a match during the period of 15 minutes immediately prior to kick-off to 15 minutes immediately after the final whistle of each match and such other time(s) as advised by the Club from time to time.

9. PHOTOGRAPHY AND CCTV

- 9.1. Photographers will be present during the Hospitality and photographs and/or audio, visual and audio-visual footage may be taken. By participating in the Hospitality you and your Guests acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes of the Club, a Football Authority, or others (including commercial partners and accredited media organisations).

- 9.2. You further acknowledge that photographic images and/or audio, CCTV, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms & Conditions of Entry. Information about the Club's use of your personal data will be brought to your attention by the Club (see for example any applicable privacy policy, signage and/or other forms of announcement in or around the ground). For further information please contact the Club.
- 9.3. All Guests agree that the Permitted Matches are public, and that their appearance and actions inside and in the perimeter of the Stadium where a Permitted Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Permitted Matches.

10. NO REFUNDS AND RESCHEDULED MATCHES

- 10.1. Once the Club has accepted your offer to purchase the Hospitality and a binding contract is formed, you are not entitled to cancel the Hospitality and obtain a refund. The Club shall be entitled to seek payment in full for the Hospitality and no refund shall be granted in respect of unattended matches.
- 10.2. Whilst the Club tries to ensure the Permitted Match will take place as scheduled, no guarantees can be given by the Club that a Permitted Match will take place at a particular time or on a particular date for reasons including (but not limited to) that the Club may need to rearrange the Permitted Match because of the requirements of broadcasters, Football Authorities, the Police or for any other reason beyond the control of the Club. Subject to Clause 10.4 below, the Club reserves the right to reschedule the Permitted Match without notice and without any liability whatsoever. Without prejudice to any other rights available to the Club, clause 12.2 shall apply in such circumstances. The Club recommends that you visit the Club website on a regular basis to check the latest times and dates of the Permitted Match.
- 10.3. Subject to clause 10.4, the Club reserves the right to play the Permitted Match with a reduced capacity or out of view of the general public without notice and without liability whatsoever.
- 10.4. In the event that Hospitality cannot be provided due to:
- 10.4.1. the Permitted Match being rescheduled, postponed or abandoned; or
 - 10.4.2. the Permitted Match, for any reason, has to be played out of view of the public or at a reduced capacity and the Club has determined the Hospitality is withdrawn/cancelled in respect of the Permitted Match; or
 - 10.4.3. the Permitted Match is moved to an alternative ground from the Stadium;
- the Club at its discretion shall choose to either:
- (a) permit you to participate in Hospitality at the Permitted Match on the rearranged date(s) (if applicable and permitted);
 - (b) provide a substitute right to you of equivalent or similar value in respect of the relevant Hospitality (for example and for illustrative purposes only, credit to use against future hospitality offered by the Club from time to time);
 - (c) provide an applicable pro-rata refund in respect of the relevant Hospitality (taking into account any Hospitality provided).

Where the Club complies with the terms of this clause 10.4, the Club will have no further liability whatsoever in relation to Hospitality not being provided at the Permitted Match for the

reasons set out in clause 10.4, including but not limited to any losses, liabilities, costs and expenses incurred by you, including any direct, indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs. Without prejudice to any other rights available to the Club, clause 12.2 shall apply in such circumstances. In respect of the option the Club select in accordance with this clause 10.4 the final decision belongs to the Club.

- 10.5 If the Ground capacity is reduced for whatever reason in respect of the Permitted Match between your purchase of the Hospitality and that Permitted Match or where a Permitted Match has to be played at a ground not being the Ground that means not all Hospitality can be provided (an “**Amended Capacity Match**”), the Club reserves the right to allocate hospitality at the applicable Amended Capacity Match as it sees appropriate without any liability to you and/or any other third party (including without limitation Guests) save for as set out in clause 12. Hospitality Holders and their Guests that are successful in such process will be permitted to attend the Amended Capacity Match and all Hospitality Holders and their Guests that are unsuccessful in such process will be notified, not entitled to attend the Amended Capacity Match and the Club shall select and provide to the Hospitality Holder one of the options detailed in 10.4(b) or 10.4(c) above. Where the Club decides to operate a ballot to allocate hospitality at an Amended Capacity Match, ballot(s) may operate on a cycle based on the total number of Hospitality Holders and the available capacity. To facilitate this mechanism, the Club reserves the right but is not obliged (where the Club considers it appropriate) to (1) give priority/weighting in a ballot or such other method of allocation chosen by the Club from time to time commensurate to the hospitality package purchased by Hospitality Holders, (2) give priority/weighting in a ballot or such other method of allocation chosen by the Club from time to time to those Hospitality Holders that have not been successful in previous ballot(s) operated by the Club or such other method of Hospitality allocation chosen by the Club from time to time and/or (2) exclude Hospitality Holder(s) who have been successful in one ballot in any cycle from participating in any or certain further ballot cycles and/or such other method of ticket allocation chosen by the Club from time to time. For the avoidance of doubt, a Hospitality Holder shall be treated as having been successful in a ballot in a particular cycle where they are selected as a winner of a relevant ballot to attend an Amended Capacity Match irrespective of whether or not the relevant Hospitality Holder attends such match. The Club reserves the right to allocate Hospitality at an Amended Capacity Match as it sees fit and the allocation method and rules that apply may vary, including without limitation the Club applying different rules / allocation methods dependent on the type of hospitality package purchased by Hospitality Holders. The Club is not obliged to operate a ballot.
- 10.6 Except as expressly stated in the Hospitality Terms and Conditions, all Hospitality is sold on a non-refundable basis.
- 10.7 Without prejudice and in addition to any other rights available to the Club, the Club shall have the further right if it so chooses to cancel or withdraw the Hospitality at its sole discretion provided that a refund is paid in respect of such unexpired Hospitality. Without prejudice to any other rights, Clause 12.2 shall apply in such circumstances.

11. CANCELLATION BY THE CLUB

- 11.1. Without prejudice to any other rights available to the Club, the Club reserves the right to cancel, withdraw and/or terminate your Hospitality where:
- 11.1.1. you and/or any of your Guests are in breach of the Terms & Conditions of Entry;
 - 11.1.2. the Club has the right to cancel, withdraw and/or terminate your and/or your Guest's ticket to attend the Permitted Match in accordance with the Terms & Conditions of Entry; and/or
 - 11.1.3. if you and/or any of your Guests are prohibited by law from entering the Stadium or any other football ground.

- 11.2. In the event that the Club cancels your Hospitality in accordance with Clause 11.1, unless expressly stated otherwise in the Terms & Conditions of Entry, neither you or your Guest(s) (if applicable) shall be entitled to any refund and, without prejudice to any other rights, the provisions of clause 12.2 shall apply. Where Hospitality is cancelled, withdrawn and/or terminated you and your Guest(s) (if applicable) shall not have the right to enjoy the Hospitality, including without limitation attendance at the Permitted Match.

12. LIABILITY

- 12.1. Nothing in the Terms & Conditions of Entry limits or excludes either party's liability for death or personal injury caused by its negligence, for fraudulent misrepresentation or for any other matter that is not permitted to be excluded under English law.
- 12.2. Subject to clause 12.1, to the fullest extent permitted by law, the Club, its officers, employees, contractors and/or agents shall not be responsible for (whether in tort, contract or otherwise):
- 12.2.1. any loss (whether direct or indirect), damage or injury to you and/or any of your Guests or to any property belonging to you or any of your Guests in or upon the Stadium or any car park offered for use as part of the Hospitality, resulting from any cause whatsoever;
 - 12.2.2. any, whether direct or indirect, loss arising from (1) any cancellation, postponement, suspension or re-arrangement of your Hospitality pursuant to clause 2.3, 3.3, 4.6, 4.7, 4.9, 4.11, 6.2, 7.2, 10, 11, 13.2, 13.12 and/or otherwise, (2) any inability to access a car park including without limitation for the reasons referred to in clause 7.2 and/or (3) any breach by you or any of your guests of the Terms & Conditions of Entry; and/or
 - 12.2.3. any, whether direct or indirect, loss of profit, loss of use, loss of opportunity, loss of business, loss of contracts, loss of revenues, loss of goodwill, loss of anticipated savings, any damage to you and/or your Guests' reputation, consequential, special or indirect loss or damage, even if the Club has been advised of the possibility of such loss or damage.
- 12.3. Subject to clause 12.1, the Club accepts no liability for Hospitality applications, tickets, permits or passes which are lost in the post, not received, mislaid or destroyed. Duplicate tickets, permits and/or passes may (at the Club's sole discretion) be supplied to you and/or your Guests, upon receipt of a written explanation of the circumstances surrounding the loss and/or damage. The Club reserves the right to charge an administration fee to produce replacements and request such information that the Club requires at the time of replacement.
- 12.4. The Club reserves the right to charge you or your Guests for the cost of any repairs, cleaning, maintenance and/or replacement of any property or facilities at the Stadium or any car park which may be provided as part of the Hospitality, resulting from any act or omission by you or any of your Guests.
- 12.5. You shall indemnify the Club against any and all costs, expenses and or losses of whatever nature suffered directly or indirectly by the Club as a result of any breach of the Terms & Conditions of Entry by you or your Guests or a failure by you to pay any sums to the Club when due.

13. GENERAL

- 13.1. Entry to the Stadium is expressly subject to you and your Guests' compliance with the Terms & Conditions of Entry.
- 13.2. The Hospitality is personal and shall not be transferred or resold save without prior written consent from the Club. For the avoidance of doubt, in the event of any unauthorized transfer or resale of the Hospitality the Club reserves the right to cancel the Hospitality and, without prejudice to any other rights, the provisions of Clause 12.2 shall apply.

- 13.3. The Club reserves the right to amend the Terms & Conditions of Entry from time to time and shall publish any such amended Terms & Conditions of Entry on its website and/or around the Stadium.
- 13.4. If any of the Terms & Conditions of Entry are determined by a competent authority to be invalid, unlawful or unenforceable to any extent then, they shall, to that extent, be severed from the remaining Terms & Conditions of Entry which shall continue to be valid to the fullest extent permitted by applicable laws. A waiver of any right or remedy under the Terms & Conditions of Entry or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Terms & Conditions of Entry or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Terms & Conditions of Entry or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5. No terms and conditions or similar provision of any document which you have provided or provide to us shall apply to us or the Terms & Conditions of Entry.
- 13.6. The Terms & Conditions of Entry constitute the entire agreement between the Club and the Hospitality Holder in relation to the purchase and use of the Hospitality and the Hospitality Holder shall, save for where such exclusion is not permitted under applicable law, have no claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of the Club in relation to the Terms & Conditions of Entry which is not set therein.
- 13.7. Notwithstanding any other provision in these Hospitality Terms and Conditions and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any of the Hospitality Terms and Conditions. Nothing in these Hospitality Terms and Conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
- 13.8. You shall not use any of the Club's intellectual property on or in any promotional or other materials whatsoever.
- 13.9. Nothing in the Terms & Conditions of Entry is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between the parties or create a relationship of agent and principal between the parties for any purpose.
- 13.10. These Hospitality Terms and Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England & Wales. The parties hereby submit to the jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Hospitality Terms and Conditions (including in relation to any non-contractual disputes or claims). In addition, in respect of data protection matters within its remit the Information Commissioner's Office shall also have jurisdiction. In addition, in respect of data protection matters within its remit the Information Commissioner's Office shall also have jurisdiction.
- 13.11. The Club shall at any time be entitled to transfer its rights and obligations under the Terms & Conditions of Entry to another organisation within its group. The Club confirms that (i) any such transfer shall not adversely impact you and/or the continued provision of the Hospitality by such group company; and (ii) it shall use reasonable endeavours to inform the Hospitality Holder of any such transfer (for example, by placing a notice on the Club's website).
- 13.12. Despite the Club's best efforts, the pricing displayed for Hospitality may be mispriced from time to time. Except in cases of obvious error, the price of Hospitality will be as detailed at the point of purchase from time to time. The Club is under no obligation to provide Hospitality, where the Hospitality is incorrectly priced and such error is obvious and could



have been reasonably recognised by you as an error. If the Club has made a mistake and the correct price for the Hospitality is higher, the Club may either contact you to request whether you want to buy the Hospitality at the correct price or cancel your order. If the correct price for the Hospitality is lower than the Club's stated price, the Club will charge the lower amount and send you the relevant Hospitality. Clause 12.2 shall apply in such circumstances. Nothing in this clause limits any other rights available to the Club.