



## Manchester City Football Club Limited

### Corporate Hospitality Terms and Conditions for Day Let Bookings

The following terms and conditions (the “**Terms**”) apply to all bookings for seasonal corporate hospitality at the Stadium (as defined below).

In these terms and conditions:

“**Client**” means the person, firm or company booking a hospitality package and, where applicable, its employees, directors and authorised representatives;

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

“**Force Majeure Event**” means any circumstances outside the reasonable control of the Club including, without limitation, acts or threatened acts of terrorism, strikes, lockouts, industrial disputes or other restraints or stoppages of labour, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule or direction, rules or instructions of any regulatory body (including, without limitation, FIFA, UEFA, The FA, the Premier League and the Football League), inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm;

“**Guests**” means the person or persons the Client is authorised to invite as part of the Package;

“**Package**” means the Club’s hospitality package booked by the Client;

“**Qualifying Match**” means each of the matches taking place at the Stadium during the Season which are played by the Club’s men’s first team in any domestic league, pre-season friendly and the first domestic cup fixture, excluding any further domestic cup fixtures and European competitions.

“**Rules**” means the Club rules, the ground regulations issued from time to time by the Premier League and the Football League and any further rules and regulations as may be issued by the Club, FIFA, UEFA, The FA, the Premier League and the Football League as applicable;

“**Season**” means the 2011/2012 English football season;

“**Stadium**” means Etihad Stadium, Etihad Campus, Manchester M11 3FF; and

“**Tickets**” means any ticket, voucher, booklet, card or other such entry materials which are provided to the Client by the Club as part of the Package.

#### **1. Payment**

- 1.1 Payment shall be made either:
  - a) by cash, cheque (made payable to “Manchester City Football Club Limited”), direct debit, bankers draft or such debit/credit cards as are accepted by the Club; or
  - b) in accordance with the Club’s approved payment plans.
- 1.2 Payment shall be required within 30 days from the date of invoice, if applicable, strictly according to the payment plan agreed with the Club.
- 1.3 Where the booking is placed within 30 days of the fixture date, only cash, Chaps or credit/debit card payments will be accepted to secure the booking in order that the relevant documents can be forwarded in advance of the fixture. Cheques and Bacs payments will not be accepted.
- 1.4 A booking is not confirmed or guaranteed unless payment is supplied at the time of purchase.
- 1.5 To guarantee a booking payment is required strictly on booking. If full payment is not received within 30 days from the date of booking the reservation will be released and outstanding balances will be referred to Daniels Silverman Ltd and will be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable. The Club reserves the right to refuse entry to the Stadium and its facilities where the Client has any outstanding debt to the Club.
- 1.6 In the event that payment is refused or dishonoured for whatever reason, the Club shall be entitled to charge the Client an administration fee and/or require the Client to reimburse any bank charges incurred.
- 1.7 Administration charges may be applied by the Club for certain payment methods. It is the responsibility of the Client to check the payment terms carefully.
- 1.8 Payment must be received before tickets will be released.

- 1.9 Children up to 2 years inclusive will be free of charge (no seat within the facility or external in the bowl will be provided). Children 3 to 12 years inclusive will be charged at 50% of the adult rate card, children 13 years and above will be charged at full rate card.

## **2. Conditions**

- 2.1 Match day invitations detailing a full itinerary will be forwarded approximately 5 working days prior to the fixture providing full payment has been received.
- 2.2 Admission to the facility will be available 2½ hours prior to kick off of the Qualifying Match and up to 1 hour after the game has finished.
- 2.3 It is the responsibility of the Client to check:
- a) that the Club holds the correct details for them and that the correct details appear on the Tickets; and
  - b) the dates and times of fixtures, which may be subject to alteration.
- 2.4 The Club shall be permitted to change the seats, rooms, facilities or services provided as part of the Package. In the event of such a change, the Club shall endeavour to provide a suitable replacement.
- 2.5 Parties of less than 10 may be required to share a table.
- 2.6 The Clubs home fixture versus Manchester United is subject to a link sell, at the time of booking for this game the client must purchase the equivalent hospitality package for a category B or C fixture from the same season. Both games purchased must be paid for at the time of booking. Bookings may be cancelled as per clause 3 however if you cancel one, the other will automatically be cancelled and refunded, if applicable, in line with clause 3.
- 2.7 The Tickets remain the property of the Club at all times. The Club reserves the right to withdraw or require the immediate return of Tickets at any time.
- 2.8 The Club does not grant the Client any rights whatever to transfer the Tickets or sub-let the facilities or otherwise to any other person without the written consent of the Club.
- 2.9 The Club is not responsible for any Ticket which is lost, stolen, forgotten, damaged, defaced or destroyed. The Club should be notified in the event that the Tickets are lost or stolen. The Club may, in its absolute discretion, provide duplicate Tickets and there may be a fee charged to the Client for providing such replacements.
- 2.10 For the purposes of condition 2.9 above, whether a Ticket is damaged, defaced or destroyed shall be determined by the Club acting reasonably in its sole discretion.
- 2.11 The Client is forbidden to use hospitality places for promotional or advertising purpose unless expressly authorised in writing by the Club. Any ticket obtained in breach of this clause shall be void and the Club will have the right to confiscate and deny access or eject anyone who has used that ticket to gain access, all without obligation to refund the purchase price to the purchaser.

## **3. Cancellation and/or withdrawal**

- 3.1 In the event of cancellation or part cancellation of a Package by the Client the Club reserves the right to charge the following (also applicable to multi game packages). Deposits are non-refundable or transferable.
- More than 30 days in advance of the fixture date - 10% cancellation charge
  - Less than 30 days in advance of the fixture date - 100% of the total charge levy a 100% charge.
- 3.2 Should a reduction in numbers of 10% or more be requested by the Client at any time prior to the fixture, the Club will first endeavour at its discretion to re-sell any facilities and services released, to a similar value. In the event that the released facilities and services cannot be re-sold, then the Club's cancellation policy set out in clause 3 shall apply to the entire booking. For reductions in numbers of less than 10% the Club's cancellation policy set out in clause 3 shall apply with immediate effect to the portion of the booking that has been reduced.
- 3.3 The Club may cancel the Package, in whole or in part, in writing at any time:
- a) if the Client is in breach of clause 4;
  - b) if allowing the Client to use the Package might, in the opinion of the Club, prejudice the reputation of the Club;
- or
- c) if the Client is more than 30 days in arrears of payments due to the Club.
- 3.4 In the event that the Club cancels the Package under clause 3.3(a), the Client shall not be entitled to a refund.

- 3.5 The Club reserves the right to vary or change the dates of fixtures and/or kick-off times. In the event of a change in date or time of fixtures, the Club will not be liable for any additional costs incurred by the Client such as travel or accommodation costs.

#### **4. Standards of behaviour and dress**

- 4.1 The Client and the Guests shall act in an orderly, proper and lawful manner, shall abide by the Rules and agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club into disrepute.
- 4.2 The Client and the Guests shall not:
- a) cause any damage to the Stadium;
  - b) treat the Club staff in a threatening or abusive manner;
  - c) engage in any abusive, dangerous or other unacceptable behaviour (including, for the avoidance of any doubt, any homophobic, sexual, sectarian, racial or discriminatory behaviour in any form, whether physical, verbal or other) in or around the Stadium or at any other sporting venue anywhere in the world;
  - d) bring into the Stadium any food, alcohol or dangerous or illegal substances; or
  - e) smoke in any areas apart from the parts of the Stadium designated for such purpose.
- 4.3 The Club reserves the right, in its absolute discretion, to suspend for a long period of time determined by the Club or withdraw a Client / Guest's Ticket if the Client / Guest:
- a) is, in the Club's sole discretion, in breach of any part of condition 4.2 above; or
  - b) is prohibited (by law or otherwise) from attending the Stadium or any other sporting venue anywhere in the world.
- 4.4 The Client and the Guests shall adhere to the Club's dress code relevant to the Package, which is clearly printed on all Tickets. It shall be at the Club's sole discretion to decide if a Client and/or the Guests are compliant with the dress code and entry may be refused for failure to abide by the specified dress code until this condition 4.3 is complied with. For the avoidance of doubt, away colours are strictly prohibited.
- 4.5 The Client shall be responsible for the conduct of the Guests and shall ensure that they adhere with clauses 4.1, 4.2 and 4.3.
- 4.6 The Client and/or the Guests may be ejected from the Stadium without entitlement to a refund for a failure to comply with clause 4.1 and/or clause 4.2.
- 4.7 The Client shall be liable to pay any costs of cleaning, repair or replacement of any of the facilities or property at the Stadium where damage is caused as a result of the acts or omissions of the Client and/or the Guests.
- 4.8 The Etihad Campus including roadways, car parks and concourses are smoke free. The Club has a zero tolerance policy in regards to this matter. As with other leisure venues, there will not be an opportunity to leave and re-enter the stadium, there is a strict policy of no re-admission to the venue.
- 4.9 Children under the age of 18 are permitted within hospitality areas; however they must be accompanied by a responsible adult at all times.

#### **5. Rearranged or abandoned fixtures**

- 5.1 If a Qualifying Match is postponed more than 4 hours prior to kick-off, the Client will be able to transfer their booking to the rearranged fixture.
- 5.2 If a Qualifying Match is abandoned within 4 hours prior to kick-off, the Client will be entitled to a match ticket for the re-arranged date with hospitality for the re-arranged fixture charged at an additional price.
- 5.3 If a Qualifying Match is abandoned between kick off and half time, the Client will be entitled to a refund of half the Ticket price only.
- 5.4 If a Qualifying Match is abandoned after half time, no refund shall be issued by the Club to the Client.
- 5.5 Fixture Changes (Client Choice): If the Client chooses to move the booking from a category C game to a category B game the Client must pay the additional rate-card amount by credit card on requesting the change. If the Client chooses to move the booking from a category B game to a category C game the Client forfeits the amount (no refund will be given against the reduced rate-card price).

**6. Catering (where applicable)**

- 6.1 If the Client and/or the Guests have any special dietary requirements, this should be communicated to the Club in writing, at least 5 working days prior to the relevant Qualifying Match.

**7. Car parking**

- 7.1 The Club shall make available to the Client car parking places (based on one space per four Guests). A car parking pass (a "Pass") will be provided, without production of which no car shall be admitted.
- 7.2 The Club is not responsible for any Pass which is lost, stolen, forgotten, damaged, defaced or destroyed. The Club should be notified in the event that a Pass is lost or stolen. The Club may, in its absolute discretion, provide a duplicate Pass and there may be a fee charged to the Client for providing such replacements.
- 7.3 For the purposes of condition 7.2 above, whether a Pass is damaged, defaced or destroyed shall be determined by the Club acting reasonably in its sole discretion.
- 7.4 The Club shall not be responsible for any damage or theft of any motor vehicle parked at the Stadium.

**8. Liability**

- 8.1 The Club will not be liable for any failure to provide or delay in providing facilities, services, food or beverages as a result of events or matters outside its control, including for the avoidance of any doubt a Force Majeure Event (as defined below), the alteration of the dates and time of any Qualifying Match, and the postponement, abandonment or cancellation of any Qualifying Match.
- 8.2 The Club shall not have any liability to the Client / Guest for any non-delivery or late delivery of Tickets, Passes, documents or other materials dispatched by the Club to the Client resulting from the actions, omissions, malfunctions or interruptions of any postal services or incomplete or inaccurate personal details or address provided to the Club by the Client. The Club's responsibility for any Tickets, Passes, documents or other materials ends from the moment it is posted.
- 8.3 The Club shall take all reasonable precautions for the security of the property of Clients and guests, but all property is left unattended at the owner's risk
- 8.4 To the fullest extent permitted by law, the Club, its officers or employees shall not be liable for, whether in tort, contract or otherwise and howsoever caused:
- a) any loss, damage or injury to the Client and/or the Guests' property; and
  - b) any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever.
- 8.5 Nothing in these Terms shall limit either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation.

**9. Use of Personal Data**

The Client acknowledges that when booking the Package certain personal information including, without limitation, their name, address, and/or email address will have been made available to the Club (the "Personal Data"). All Personal Data will be held and used by the Club in accordance with the Club's privacy policy (which can be found at <http://www.mcfc.co.uk/Common/Privacy>) and the Data Protection Act 1998.

**10. Force majeure**

The Club shall not be deemed to be in breach of these terms and conditions or otherwise liable to the Client as a result of any delay or failure in the performance of its obligations under these Terms if and to the extent that such a delay or failure is caused by a Force Majeure Event.

**11. Indemnity**

The Client shall indemnify the Club against any and all costs, expenses and/or losses of whatever nature and howsoever caused or incurred, whether suffered directly or indirectly by the Club as a result of (without limitation):

- a) any breach by the Client and/or the Guests of these Terms; and/or

- b) any damage caused by the Client and/or the Guests to the Stadium or any property or equipment at the Stadium.

## 12. General

- 12.1 By accepting the written confirmation the Client acknowledges that he has carefully read, understood and agrees to adhere to and be bound by these Terms.
- 12.2 The Club reserves the right to change any of these Terms at any time and will publicise such changes on the Club's website at <http://www.mfc.co.uk/Hospitality/Terms-and-Conditions>, and hard copies will be available from the Club upon request.
- 12.3 The invalidity or unenforceability of any term of, or any right arising pursuant to, these Terms 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.
- 12.4 These Terms shall be governed by and interpreted in accordance with English law and the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.