



Manchester City Football Club Limited

Corporate Hospitality Terms and Conditions for Seasonal Members

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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 or by 5 August 2011 (whichever date falls first) or, if applicable, strictly according to the payment plan agreed with the Club.
- 1.3 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.
- 1.4 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.

2. Conditions

- 2.1 The Club shall supply Tickets to the Client for the admission of guests for each Qualifying Match to be played during the Season at the Stadium, which shall include admission to the relevant suite and match day catering if applicable to the Package.
- 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 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.
- 2.6 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.
- 2.7 The Tickets may be transferred to approved third parties at the discretion of the Club. This may incur a fee determined by the Club in its sole discretion, which shall be borne in full by the Client.
- 2.8 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.
- 2.9 For the purposes of condition 2.8 above, whether a Ticket is damaged, defaced or destroyed shall be determined by the Club acting reasonably in its sole discretion.

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 levy a 100% charge. Deposits are non refundable or transferable.
- 3.2 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.
- 3.3 In the event that the Club cancels the Package under clause 3.2(a), the Client shall not be entitled to a refund.

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.

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.

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 before the start of the Season or, where applicable, 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) for each Qualifying Match. A car parking pass (a "Pass") will be provided for the Season, 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.mcfc.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.

APPENDIX A – Hospitality “Cup Bundle” Terms and Conditions

These hospitality “Cup Bundle” terms and conditions are subject to the “Corporate Hospitality Terms and Conditions for Seasonal Members” set out above, and the same definitions will apply. By purchasing a Cup Bundle (as defined below), the Client acknowledges that he has read, understood and agrees to be bound by the “Corporate Hospitality Terms and Conditions for Seasonal Members” and these hospitality “Cup Bundle” terms and conditions.

1. Pre-Requisites for Client application

1.1. Each Cup Bundle (as defined below) is open to all seasonal hospitality Clients, subject to availability and on a first come first served basis.

2. Cup Bundle Benefits

2.1. Subject to condition 3.3 below, the Client will be entitled to the benefits listed in condition 2.2 below in accordance with the Cup Bundle (as defined below) purchased.

2.2. For those seasonal hospitality Clients who choose to exercise the option to pre-purchase “Cup Bundles” at the start of the Season, the Club operates the following seasonal hospitality “Cup Bundles”:

- i) **“Cup Bundle 1”**: Three (3) UEFA Champions League group stage matches of the Club played at the Stadium.
- ii) **“Cup Bundle 2”**: First four (4) domestic cup matches played at the Stadium, subject to condition 3.3 below. For the avoidance of any doubt, this will be in addition to the first domestic cup match played at the Stadium included as part of the Client’s seasonal hospitality Package for the Season.
- iii) **“Cup Bundle 3”**: Three (3) UEFA Champions League group stage matches of the Club played at the Stadium and the first four (4) domestic cup matches played at the Stadium, subject to condition 3.3 below. For the avoidance of any doubt, this will be in addition to the first domestic cup match played at the Stadium included as part of the Client’s seasonal hospitality Package for the Season, together referred to as “Cup Bundles” and individually referred to as a “Cup Bundle”.

3. Cup Bundle Specific Terms

3.1. The Club reserves the right in its sole discretion to temporarily allocate to a Client an alternative location in the Stadium of equal or greater value than that normally allocated under the Client’s seasonal Hospitality Package if:

- (i) the part of the Stadium in which the Client’s seasonal hospitality Package is located is closed for operational reasons, maintenance, repairs, or re-structure;
- (ii) the visiting club is allocated part of the Stadium in which the Client’s seasonal hospitality Package is located;
- (iii) the relocation is necessary in order to comply with any requirements of the Football Association, the Premier League or UEFA in respect of any Match played at the Ground; or
- (iv) the Club, the police or any other relevant authority consider that a relocation is necessary in the interests of safety or crowd control.

3.2. As a result of the specific terms and conditions associated with the governing bodies of the cup competitions in which the Club takes part, should a Client’s seasonal car parking space (as more fully described in condition 7.1 of the “Corporate Hospitality Terms and Conditions for Seasonal Members”) be unavailable for a specific Cup Bundle match, the Club will use reasonable endeavours to provide the Client with an alternative car parking space at the Stadium. This will be determined solely by the Club and notified to the Clients affected. For the avoidance of any doubt, condition 7 of the “Corporate Hospitality Terms and Conditions for Seasonal Members” shall apply.

3.3. If any match included in a Cup Bundle is relocated to the Stadium for any reason (including without limitation safety reasons) but is deemed to be an away Match for the purposes of the relevant cup competition, the match will not be included within the specific Cup Bundle and any hospitality Package must be purchased separately by the Client.

3.4. Should the Club play less than 4 domestic cup matches at the Stadium during the Season, (excluding the first domestic cup match played at the Stadium included as part of the Client’s seasonal hospitality package for the Season), one match credit for each match not played will be carried over into the English football season 2012/13. Credit to be allocated to same number of covers in same hospitality area in the Stadium, subject to Client renewing on seasonal basis for the English football season 2012/13.

3.5. Clients who purchase a Cup Bundle must do so prior to the Club’s first match of the Season taking place at the Stadium in the relevant European or domestic cup competition. For the avoidance of doubt, Cup Bundles may not be purchased after this time.

4. Pricing

4.1. Cup Bundle pricing for the Season:

	Boardroom	Mancunian	Legends	Citizens	1894	C/wealth	Exec Seat	Boxes
Bundle 1	£6305	£3920	£3340	£2995	£2010	£1525	£1160	Price as agreed with club
Bundle 2	£6145	£3795	£3230	£2895	£1965	£1470	£1135	Price as agreed with club
Bundle 3	£6675	£4110	£3475	£3100	£2050	£1620	£1225	Price as agreed with club

APPENDIX B – Hospitality Referral Scheme

The Club operates a “Hospitality Referral Scheme” rewarding existing seasonal hospitality Clients with Credits (as defined below) against a range of hospitality options. These “Hospitality Referral Scheme” terms and conditions are subject to the “Corporate Hospitality Terms and Conditions for Seasonal Members” set out above, and the same definitions will apply. By participating in the “Hospitality Referral Scheme”, the Client acknowledges that he has read, understood and agrees to be bound by the “Corporate Hospitality Terms and Conditions for Seasonal Members” and these “Hospitality Referral Scheme” terms and conditions.

1. Pre-Requisites for Client application

- 1.1. The “Hospitality Referral Scheme” is open to all seasonal 2010/11 hospitality Clients of the Club who renew their seasonal hospitality Package for the Season (the “**Renewing Client**”).

2. Hospitality Referral Scheme Benefits

- 2.1. In respect of each new seasonal hospitality Client of the Club that a Renewing Client refers to the Club (the “**Referred Client**”), the Renewing Client shall receive a credit to the value of 5% of the net spend to which the Referred Client commits to prior to the commencement of the Season (a “Credit”).
- 2.2. A new client shall only be deemed to have been referred to the Club by a Renewing Client where the new client and the Renewing Client duly sign and complete a “Referral Form”, hard copies of which are available from the Club on request.

3. Hospitality Referral Scheme Specific Terms

- 3.1. For the avoidance of doubt, a Credit relates only to the Referred Client’s seasonal spend with the Club prior to the commencement of the Season and no credit will be awarded against additional Tickets, Packages or other products purchased after the commencement of the Season.
- 3.2. In order for the Renewing Client to qualify for Credit, the Referred Client must not have held a seasonal hospitality Package in any hospitality area of the Stadium during the 2010/11 English football season, as determined by the Club (acting in its sole discretion).

4. Redeeming Credit

- 4.1. A Credit may be used against:
 - (i) Matchday hospitality (over and above that already purchased by the Renewing Client) for any match at the Stadium during the Season.
 - (ii) Official club hospitality packages for Premier League, domestic cup or UEFA Champions League matches not played at the Stadium. The Club will determine whether such package is an ‘official club hospitality package’ in its sole discretion.
 - (iii) Seasonal hospitality Package with the Club for the 2012/13 English football season.
- 4.2. A Credit will be made available within 28 days of the Referred Client’s payment/part payment being received by Club, to the Club’s absolute satisfaction. Written notification that Credit is available will be sent to the Renewing Client.
- 4.3. Any Credit that is not used by the Renewing Client by the Club’s seasonal hospitality Package renewal deadline for the 2012/13 English football season will be cancelled with immediate effect.
- 4.4. Under no circumstances will a cash credit be given to the Renewing Client in lieu of the Credit