

VENUE TERMS AND CONDITIONS

1. Interpretation/Definitions

1.1. In the Agreement, the following words shall have the following meanings:

“**Additional Charges**” means any adjustments or increases made to the Provisional Charges and/or any additional fees payable in accordance with the provisions of the Agreement;

“**Agreement**” means these terms and conditions together with the Booking Confirmation, the Function Sheet, MU’s Emergency Procedures and the MU Health and Safety Policy, together with the Event Food Health and Safety Procedures (if applicable) and the Manchester United Caterer Agreement (if applicable);

“**Booking Confirmation**” means the booking confirmation letter sent by MU to you in order for you to confirm your Event booking;

“**Charges**” means the total of the Provisional Charges and the Additional Charges;

“**Event**” means the banquet, function, conference or other specified occasion described in the Function Sheet;

“**Event Dates**” means the inclusive date(s) described in the Function Sheet on which the Event is to take place;

“**Event Venue**” means the MU venue described in the Function Sheet at which the Event is to take place, whether located at the Old Trafford stadium, Carrington training complex or at any other MU premises;

“**Force Majeure Event**” means any reason beyond the affected party’s control in each case only to the extent that such reason is beyond the control of that party;

“**Function Sheet**” means the function sheet sent by MU to you with the Booking Confirmation which contains a summary of your Event booking;

“**Minimum Event Numbers**” means the minimum number of attendees described in the Function Sheet;

“**Ordered Event Numbers**” means the forecasted number of attendees described in the Function Sheet;

“**MU**” or “**us**” means Manchester United Football Club Limited (number 95489) whose registered office is at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA and “**our**” shall be construed accordingly;

“**Provisional Charges**” means the total of the outstanding charges quoted by us in the Function Sheet;

“**Services**” means the hire by you of the Event Venue, together with the supply of products and/or services ancillary to the Event as detailed in the Function Sheet and/or as later agreed between us, which may include the provision of catering services, function services and/or the supply of food and/or drink (as the case may be);

“**Term**” means the period that an agreement comes into force between us (in accordance with clause 3.1 of the Agreement) until the later of: (i) fourteen (14) days from the last day of the Event, or (ii) receipt by us of all of the Charges due to us; and

“**You**” or “**you**” means the person, company, firm or business booking the Services and “**your**” shall be construed accordingly.

1.2. Any phrase introduced by the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3. Reference to “days” means any (working or non-working) days unless specified to be otherwise.

1.4. Capitalised words in the Booking Confirmation which are defined words in clause 1.1 of the Agreement shall, unless the context requires otherwise, be deemed to have the same meaning in the Booking Confirmation as in the Agreement.

2. Application of the Agreement

2.1. The Agreement shall govern all contracts and arrangements between you and us in respect of the Event and the Services.

2.2. No condition, warranty or similar provision of any document which you have provided or provide to us shall apply to us or the Agreement. The Agreement shall supersede any other terms previously notified to you and shall, to the maximum extent permitted by law, supersede any warranties or conditions (whether expressed or implied) relating to the Event and the Services.

3. Your Booking

3.1. Your Event booking is not secured and no agreement shall come into existence between you and us until you return to us a signed copy of the Booking Confirmation and (if applicable) make any advance payment of the Provisional Charges required in the Booking Confirmation. In particular, the signed copy of the Booking Confirmation, together with any advance payment of the Provisional Charges required, must be received within the timeframe indicated in the Booking Confirmation (faxes and post which have been sent by you but which are not actually received by us shall be deemed not to have been "received"). Where the same are not received in the said timeframe, we shall be entitled not to make your Event booking and/or to increase the Provisional Charges in any future Booking Confirmation issued by us (irrespective that such future Booking Confirmation may be for the same proposed Event).

4. Charges

4.1. In return for us providing the Services, you shall pay to us the Charges in accordance with the procedure for payment set out in the Booking Confirmation.

4.2. Unless otherwise stated, all charges quoted in the Agreement are quoted inclusive of value added tax where it is applicable.

4.3. All payments to us are required to be made in pounds sterling and we will not invoice to an address outside the United Kingdom.

4.4. The time for payment of the Charges shall be of the essence. Without prejudice to our rights to charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable), if you fail to pay the Charges in accordance with the Agreement, we shall be entitled to charge interest, during and after the Term, on a daily basis from the due date of payment to the date full payment is made at the rate of four per cent (4%) above the base rate prevailing from time to time of Barclays Bank plc.

4.5. Your obligations under this clause 4 shall be performed without any right of you to invoke set-off, deductions, withholdings or other similar rights.

5. Number of Attendees

5.1. We have used the Ordered Event Attendance number as the basis for calculating the Charges.

5.2. We require confirmation of the actual number of attendees **no later** than seven (7) days prior to the Event. If this confirmed number is:

5.2.1 **less** than the Ordered Event Attendance number then the Charges will be reduced accordingly. However, regardless of the actual number of attendees, you shall, as a minimum, pay the Charges which are relevant for the Minimum Event Numbers; or

5.2.2 **more** than the Ordered Event Attendance number then we shall assess whether we can accept the proposed additional attendees, but we shall not be obliged to. We therefore recommend that you advise us as early as possible of any proposed additional attendees. If we are able to accommodate such additional attendees, we will also inform you of any Additional Charges that will apply and you must confirm in writing or by telephone whether or not you agree to such Additional Charges. Where we cannot accommodate such additional attendees or you do not wish to pay the Additional Charges, only the Ordered Event Attendance number of attendees shall be entitled to attend the Event.

5.3. Where the number of people wishing to attend the Event is in excess of the confirmed and agreed number of attendees, we shall be entitled to refuse admission to the Event and/or to eject excess attendees, not to provide the Services for such excess attendees and/or to charge Additional Charges for such excess attendees.

6. Cancellations and Amendments

6.1. We shall be entitled to change the Event Venue specified in the Function Sheet to another Event Venue in our absolute discretion without any liability to you, provided that such substitute Event Venue shall be of a no lesser standard or suitability than the Event Venue specified in the Function Sheet.

6.2. We shall be entitled to cancel any Event booking at any time if, in our reasonable opinion, one of the following renders the Event and/or the Services impractical to hold or perform: (i) there is a Force Majeure Event; or (ii) the Event Venue is required for and/or in connection with a re-arranged or unforeseen match or some other event. If we cancel the Event booking in such circumstances, we shall use our reasonable endeavours to re-locate or re-arrange the Event to an alternative place (non-MU premises) or date acceptable to you. If we are unable to do so, we shall reimburse to you the Charges which have already been paid by you for the Event and Services at the date of cancellation and you agree that we shall have no further liability to you in such circumstances.

6.3. You shall have the right to cancel your booking or reduce the Minimum Event Numbers provided that such cancellation or reduction must be confirmed to us in writing. In such circumstances, depending upon when such cancellation or reduction is notified to us, the following proportions of the Charges shall be payable:

- 6.3.1. More than 60 days before the Event - no charge.**
- 6.3.2. Between 60 and 31 days of the Event – 30% of full charge.**
- 6.3.3. Between 30 and 15 days of the Event – 50% of full charge.**
- 6.3.4. Between 7 and 14 days of the Event – 90% of full charge.**
- 6.3.5. Less than 7 days notice of cancellation - 100% of full charge.**

Where there is a cancellation or reduction in Minimum Event Numbers under this clause 6.3, the dates for payment pursuant to the Booking Confirmation shall continue to apply in respect of the proportions of the Charges which are still payable.

7. Venue and Facilities

- 7.1.** The Ordered Event Attendance and Minimum Event Numbers shall be taken into consideration by us when allocating your Event Venue.
- 7.2.** Where you request any additional products, services and/or equipment (e.g. electrical supply or sockets outside of ordinary outlets) prior to and/or during the Event which have not been detailed on the Function Sheet (including those matters requiring finalisation as set out in the Booking Confirmation), we shall consider such request in good faith. If we agree to provide or procure any additional products, services and/or equipment, we shall detail the Additional Charges which will be payable by you and will only provide such additional products, services and/or equipment where you agree to meet the Additional Charges. All additional requests must be notified to us no less than seven (7) days before the Event.
- 7.3.** You shall ensure that the Event will be conducted in accordance with applicable laws and that that you, your employees, sub-contractors, representatives, guests, invitees and other attendees at the Event shall not behave in any way which will or may: (i) constitute a breach of applicable laws (including the undertaking of illegal betting or gaming), (ii) cause nuisance, (iii) be an infringement of any licences held by you or us, (iv) damage the Event Venue or any part of it (v) be damaging to the reputation of us, or (vi) be immoral or dangerous.
- 7.4.** You agree that any personal belongings brought to the Event Venue by you, your employees, sub-contractors, representatives, guests, invitees and other attendees at the Event are done so at the respective owners' risk and that we shall not accept or have any responsibility or liability in connection with loss of or damage to such belongings.
- 7.5.** We shall provide appropriate entrance personnel (if any) on Event Dates. If any security personnel is required by you for or in connection with the Event, such personnel should be requested from us at least seven days prior to the Event and we shall provide such personnel on an hourly cost basis, such costs being payable to us as Additional Charges.
- 7.6.** You acknowledge that smoking is prohibited in and at the Event Venues. You shall not and shall ensure that your employees, sub-contractors, representatives, guests, invitees and other attendees at the Event do not bring any alcohol to the Event Venue for consumption, unless we have given you our prior written consent.
- 7.7.** The Event Venue is limited to the venue specified in the Function Sheet or as changed by us under clause 6.1, together with any car parking specified in the Function Sheet and any ancillary areas permitted by us in our absolute discretion. Access to all other MU premises is prohibited.
- 7.8.** We shall be entitled to have our employees, servants, agents and/or representatives enter any and all parts of the Event Venue at all times.
- 7.9.** We shall be entitled to eject from the Event Venue you and/or your employees, sub-contractors, representatives, guests, invitees or other attendees at the Event where we reasonably consider that the same is in breach of any of the provisions of the Agreement.
- 7.10.** You shall be entitled to use third party contractors at or in connection with the Event provided that: (i) you shall remain fully liable for the performance of all your obligations under the Agreement, and (ii) you shall ensure that each such contractor complies fully with the relevant terms of the Agreement as if party to the Agreement in place of you.
- 7.11.** You acknowledge that we shall be entitled to use the services of third parties in providing the Services to you.
- 7.12.** You shall not in any circumstances re-hire or purport to re-hire the Event Venue to any third party.

8. Punctuality and Noise Abatement

- 8.1. You agree to commence the Event promptly at the Start Time on the Event Date and to ensure that those persons present at the Event vacate the Event Venue by no later than the Finish Time (Start Time and Finish Time as set out in the Function Sheet). If you fail to do so you may be subject to Additional Charges.
- 8.2. If a meal is being provided by us as part of the Services, you shall ensure that those attending the Event are ready to be served their food and/or drink at the time which has been previously agreed with us and that, unless otherwise agreed in writing by us, the meal is completed within a period of two (2) hours, otherwise Additional Charges may be payable to us, which shall represent any increased costs to us as a result of your failure to do so.
- 8.3. Unless we otherwise agree, loading outside of the hours of 0700 – 2300 is prohibited.

9. Damage and Indemnity

- 9.1. You are responsible, during and after the Term, for any and all loss or damage, expense and/or other liability (including third party claims) caused to MU (and its employees, servants, agents and/or representatives) by you and/or your employees, sub-contractors, representatives, guests, invitees or other attendees at the Event. Further, you hereby agree to pay to MU and/or any of such persons, during and after the Term, forthwith on demand, the amount required to remedy or make good such loss, damage or expense and other liability and to put MU and any of such persons in the position it would have been, had the same not occurred.

10. Force Majeure

- 10.1. Neither you nor we shall be in breach of the Agreement if performance of any of our respective obligations under the Agreement is prevented (in full or in part) or delayed as a result of a Force Majeure Event.

11. Health and Safety

- 11.1. You agree to comply with and to ensure that all of your employees, sub-contractors, representatives, guests, invitees or other attendees at the Event comply with our Emergency Procedures and our Health and Safety Policy (the latest copies of which have been supplied to you with the Booking Confirmation). We shall be entitled to update our Emergency Procedures and Health and Safety Policy from time to time, to take into account changes in applicable laws and you agree to be bound by the terms of any such updates and such revised versions of the Emergency Procedures and Health and Safety Policy which are provided to you.
- 11.2. You shall ensure that any equipment which you bring to the Event Venue is adequately fireproofed to our reasonable satisfaction and in accordance with applicable laws.
- 11.3. You shall not and shall ensure that all of your employees, sub-contractors, representatives, guests, invitees or other attendees at the Event do not block or permit to be blocked any exit at the Event Venue, place any obstructions in any way of any access to the exits at the Event Venue or remove or tamper with or permit any person to remove or tamper with any fire appliance at the Event Venue.

12. Liability

- 12.1. Notwithstanding any other provision of the Agreement:
- 12.1.1. MU shall not be liable in contract, tort (including negligence) or otherwise for: (i) any indirect or consequential loss arising out of or in connection with the Agreement; or (ii) any loss of business opportunity, revenue and/or profits (whether arising directly or indirectly) arising out of or in connection with the Agreement;
- 12.1.2. subject to clause 12.1.3, the total liability of MU (and its employees, servants, agents and/or representatives) to you under or in connection with the Agreement shall not exceed the Charges received by MU at the date the relevant claim accrues; and
- 12.1.3. notwithstanding clauses 12.1.1 and 12.1.2, nothing in the Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, for fraudulent misrepresentation or to the extent that such limitation or exclusion is not permitted by applicable laws.

13. Term and Termination

- 13.1. The Agreement shall be in force for the Term.
- 13.2. We shall have the right to terminate the Agreement by notice in writing to you if: (i) any of the Charges due are in arrears for more than seven (7) days after the due date for payment; (ii) you are in material breach of any provision of the Agreement; or (iii) you take any action or any action is taken in connection with you which in our reasonable opinion means that you are unlikely to be able to pay your debts as they fall due.
- 13.3. Expiry or termination of the Agreement shall not: (i) release the parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either party in respect of any act or omission prior to such expiry or termination; or (ii) affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

14. Third Party Rights

14.1. Except where expressly provided under the Agreement, a person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Agreement.

15. General

15.1. You shall not use any of MU's intellectual property or any materials which are sourced from a third party and concern MU, on or in any promotional or other materials in connection with Event and/or the Services without first obtaining the prior written approval (including as to manner, form and context of such use) of MU, to be given or withheld in its absolute discretion.

15.2. You shall not, without first obtaining the prior written approval of MU, to be given or withheld in its absolute discretion, directly or indirectly, in your promotional or other materials, indicate: (i) any endorsement of the Event by MU, (ii) any endorsement of you by MU, (iii) any type of ongoing association with MU by virtue of MU's provision of the Services.

15.3. No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right.

15.4. Except where provided otherwise, any notice required to be served under the agreement shall be in writing and sent by fax or first class mail, at the registered office or other address notified by the receiving party, and shall be deemed to have been given, if by fax during the hours of 0900-1700, on the day of the valid transmission receipt (or if outside of such hours the following working day), or if by first class post, the day following that on which it was posted.

15.5. Save where expressly provided otherwise in the Agreement, you shall not without the prior consent in writing of MU (to be given or withheld in MU's absolute discretion) assign, novate, charge, sub-license and/or sub-contract: (i) the Agreement; (ii) the benefit and/or burden of the Agreement or any of its provisions; or (iii) any of your rights and/or obligations under the Agreement.

15.6. If any of the terms, conditions and/or provisions of the Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term(s), condition(s) and/or provision(s) shall, to that extent, be severed from the remaining terms, conditions and/or provisions which shall continue to be valid to the fullest extent permitted by applicable laws. With respect to the invalid term(s), condition(s) and/or provision(s), the parties shall agree in good faith an amendment to the same to make it valid and legal reflecting as much as possible the parties' original intent.

16. Confidentiality

16.1. The terms of the Agreement are confidential as between the parties during and after the Term and may not be disclosed to any third parties (other than professional advisers) without the prior written approval of the other party. Neither party shall disclose any confidential information relating to the business nor to future plans of the other party at any time acquired during the existence of the Agreement save in so far as such information has come into the public domain through no fault of the recipient or its agents or employees, or its disclosure is required by law.

17. Further Assurance

17.1. Each party shall, and shall use its reasonable endeavours to ensure that any necessary third party acting on its behalf or in its stead shall, execute such further documents and do all such acts as are necessary to give full effect to the Agreement. The costs of executing such documents and doing such acts (other than nominal costs) shall be borne by the party requiring the same unless such execution or act is required due to a breach of the Agreement by the party required to execute the document and/or do the act in question in which case that party shall pay the costs.

18. Governing Law and Jurisdiction

18.1. The Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, and both parties submit to the exclusive jurisdiction of the Courts of England and Wales, save that we shall be entitled to commence and/or defend proceedings in any territory to protect its intellectual property rights in that territory.