

The terms below apply to use of your Seasonal Hospitality Facilities

In particular, we ask you to note the following:

- **Manchester United operates a strict dress code, with which all Ticket Holders and their guests are required to comply.**
- **Ticket Holders will be charged for damage caused during the use of their facilities, save for reasonable wear and tear.**
- **If you fail to provide your menu choices (if applicable) within the required period of notice before a match then the Club cannot guarantee that it will be able to provide them.**
- **You will not receive any refund if your facilities are cancelled by the Club following a breach of any of these terms and conditions, save to the extent the Club resells those facilities.**

The terms and conditions below contain further details on each of these points.

Seasonal Hospitality Terms and Conditions – Season 2009/10

1. In these terms and conditions:

“Authorised Representative” means a person authorised by a Ticket Holder to use that Ticket Holder’s Seasonal Hospitality Ticket, as determined by the Ticket Holder from time to time;

“Club” means Manchester United Football Club Limited;

“Entry Materials” means the membership card and voucher booklet or electronic entry card relating to a Seasonal Hospitality Ticket which is provided to a Ticket Holder prior to the start of the Season;

“Season” means the football season (usually running from August to May inclusive) for which the Seasonal Hospitality Ticket is valid;

“Seasonal Hospitality Ticket” means the right to use a seat (or seats) and associated facilities at the Stadium for the Season, as such seats and/or facilities are identified as part of the application process (and subject to paragraph 24);

“Stadium” means the Club’s ground at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA; and

“Ticket Holder” means the registered holder of a Seasonal Hospitality Ticket.

2. The purchaser of a Seasonal Hospitality Ticket is required to agree to these terms and conditions at the point of purchase. Any individual purchasing a Seasonal Hospitality Ticket for a third party shall be deemed to be acting with the consent of each Ticket Holder for whom they are making that purchase, including acting with the authority of each Ticket Holder to agree to these terms and conditions on their behalf.
3. The Ground Regulations issued from time to time by the Premier League and the Football League and which are part of the General Safety Certificate for the Stadium issued by Trafford MBC (copies of which are exhibited at the Stadium and which can also be obtained from the Club on request) shall form part of these terms and conditions. The issue of a Seasonal Hospitality Ticket and subsequent access to the

Stadium is subject to the rules and regulations of FIFA, UEFA, The F.A., the Premier League and the Football League.

4. A Seasonal Hospitality Ticket shall permit the Ticket Holder to attend all home matches played by the Club's first team in the Season at the Stadium in the Premier League, F.A. Cup, Football League Cup, UEFA Champions League and UEFA Cup (excluding finals and any other matches played at the Stadium by the Club's first team), in each case only for the purpose of enjoying the facilities associated with the Seasonal Hospitality Ticket and to watch the relevant matches.
5. A Seasonal Hospitality Ticket does not guarantee a ticket for any of the Club's away matches. Where a Ticket Holder obtains a ticket for any away match through the relevant application process conducted by the Club, that ticket shall be personal to the Ticket Holder, is not transferable and shall not be transferred or resold in any circumstances, save: (i) where expressly permitted by the Club in its absolute discretion; and (ii) that the relevant ticket may be used by (but not sold to) an Authorised Representative in accordance with the terms and conditions of the away club.
6. All tickets for the Club's away matches are sold: (i) by the Club as agent on behalf of the away club; and (ii) subject to the relevant terms and conditions of the away club. All issues relating to access to, crowd control and stewarding at the away club's stadium shall be the responsibility of the away club and not the Club (and the Club shall have no liability to the Ticket Holder or any Authorised Representative in respect of such issues). If, when attending such away matches, any Ticket Holder or Authorised Representative commits a breach of the terms and conditions and/or ground regulations of the relevant away club, it shall be deemed to be a breach of these terms and conditions and for the avoidance of doubt the provisions of paragraph 27 shall apply.
7. The Ticket Holder shall not be entitled to attend the Stadium and/or watch any match or event other than those expressly referred to (and not excluded) in paragraph 4. Ticket Holders may be offered priority booking (subject to availability and in the Club's discretion) for other matches or events, however the Club reserves the right to charge a Ticket Holder for seats and associated facilities and at such other matches or events (which may not be the Ticket Holder's usual seats or facilities). The Club reserves the right to sell all tickets and facilities for matches or events other than those expressly referred to (and not excluded) in paragraph 4 to those persons and in a manner as it may in its discretion decide.
8. Only one person (irrespective of age) per match will be admitted to the Stadium in respect of each seat connected to the Seasonal Hospitality Ticket.
9. Admittance to the Stadium shall only be permitted upon the satisfactory production by a Ticket Holder of the Entry Materials. For each match, in the case of Ticket Holders with a voucher book, a Club official will retain the relevant voucher contained in the Entry Materials or, in the case of Ticket Holders with an electronic entry card, the card contained in the Entry Materials (showing the Ticket Holder's membership number) must be placed against the turnstile reader, as directed by the Club official. Admission will be refused to any person who attempts to use a card or voucher which has been cancelled or withdrawn, or the same card or voucher on more than one occasion at the same match. Such acts shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 27 shall apply.
10. Seasonal Hospitality Tickets and Entry Materials are personal to Ticket Holders, are not transferable and shall not be transferred or resold under any circumstances, save: (i) where expressly permitted by the Club in its absolute discretion; (ii) via any ticket exchange system operated by or on behalf of the Club if that system becomes applicable to the executive ticket or seasonal hospitality facilities; and (iii) that Entry Materials may be used by (but not sold to) an Authorised Representative in accordance with these terms and conditions. Each Ticket Holder shall ensure that each such Authorised Representative complies with these terms and conditions at all times and, in any event, the Ticket Holder shall be held responsible and shall be liable for any failure to comply with these terms and conditions by any Authorised Representative.

11. The unauthorised sale or disposal of tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. If a Ticket Holder is convicted of a criminal offence related to the illegal sale of match tickets, or the Club reasonably suspects that they have committed such an offence, it may: (i) notify the Premier League, who in turn may notify the UK Football Policing Unit. Information that the Club may disclose includes contact details of the Ticket Holder, information about the offence (or suspected offence) and about any other ticket purchases; and/or (ii) immediately suspend and/or withdraw any tickets or facilities in the name of the Ticket Holder. In the event of such suspension or withdrawal, no refund will be paid in respect of the remainder of the Season save to the extent the Club is able to resell such tickets and/or facilities.
12. Seasonal Hospitality Tickets and Entry Materials will remain the property of the Club at all times (provided that each Ticket Holder retains a Seasonal Hospitality Ticket and/or Entry Materials on behalf of the Club and is entitled to the benefits conferred by the Seasonal Hospitality Ticket subject to these terms and conditions). The Club reserves the right to require the immediate return of a Seasonal Hospitality Ticket and/or Entry Materials at any time.
13. The Club shall not be obliged to transfer Seasonal Hospitality Tickets to third parties. However, if a Ticket Holder wishes for a Seasonal Hospitality Ticket(s) held in his/her name to be transferred to another person, such Ticket Holder shall write to the Club and the Club shall consider such request. Where the Club, in its absolute discretion, consents to such a transfer, the Ticket Holder shall comply with the Club's reasonable instructions and directions to effect such transfer at his/her own cost.
14. It is the responsibility of a Ticket Holder to check that the Entry Materials are complete when they arrive by post. If any items are missing from the Entry Materials, the Ticket Holder should contact the Club as soon as practicable.
15. The dates and times of all of the Club's fixtures for the Season are subject to alteration. Reasonable endeavours shall be made by the Club to publicise any fixture change as far in advance as possible. The Club shall have no liability whatsoever to Ticket Holders or Authorised Representatives in respect of any such re-arranged fixtures.
16. Each Ticket Holder and all Authorised Representatives shall abide by the Sporting Events (Control of Alcohol etc) Act 1985 (as amended) and by all other instructions issued by the Club relating to the consumption of alcohol at the Stadium.
17. If a Ticket Holder loses or misplaces their Entry Materials, or has the same stolen, they should report this to the Club as soon as possible. If Entry Materials are stolen, the Police should also be contacted immediately by the Ticket Holder and the relevant crime number should be quoted in all correspondence with the Club. The Club may issue duplicate Entry Materials in its absolute discretion and on such terms and conditions as the Club directs. Unless otherwise directed by the Club, there shall be a fee charged to the Ticket Holder for the issue of any such duplicate. The level of such fee at the relevant time shall vary depending on the specific circumstances and the Ticket Holder shall be informed prior to the issue of any such duplicate (which will not be posted out but must be collected from Ticketing & Membership Services). The current fees are as follows: to reissue lost Entry Materials £25.00; replacement of stolen Entry Materials £5.00 (subject to production of a crime reference number); issue of a replacement ticket on a matchday £10.00.
18. Without the Club's prior written permission, to be given or withheld in its absolute discretion, Ticket Holders and/or Authorised Representatives shall not use Seasonal Hospitality Tickets and/or Entry Materials as gifts or prizes in any competitions or other promotional activities of whatever nature, nor shall Ticket Holders and/or Authorised Representatives make any public statement, announcement or declaration or carry out or be associated with any promotional activity of whatever nature expressly or impliedly referring to a relationship between: (i) the Ticket Holder, any Authorised Representative or any

third party associated with the Ticket Holder and/or Authorised Representative; and (ii) the Club and/or Manchester United Limited and/or any Manchester United group company.

19. The name "Manchester United" and the Club crest are trade marks owned by the Club and in which the Club has built up a substantial amount of goodwill. Use of the Club crest by a Ticket Holder or Authorised Representative without the express written consent of the Club is strictly prohibited and for the avoidance of doubt paragraph 27 of these terms and conditions shall apply in the event of such unauthorised use. The Club reserves the right to take any action as it deems appropriate (including commencing legal proceedings) to protect its brand and image.
20. The facilities afforded by a Seasonal Hospitality Ticket are located in areas of the Stadium reserved for the exclusive use of the Club's supporters. The Club shall be entitled to immediately eject from the Stadium any person if the Club or the Club's officials consider that: (i) such person is not a supporter of the Club; and/or (ii) the presence or behaviour of such person may create and/or increase potential crowd disorder at the Stadium. Additionally, in both cases the use of a Seasonal Hospitality Ticket by such person shall be deemed a breach of these terms and conditions by the Ticket Holder and for the avoidance of doubt the provisions of paragraph 27 shall apply.
21. The Club shall have the right to charge a Ticket Holder for the cost of any repairs, cleaning, maintenance and/or replacement of any facilities in the Stadium resulting from any act or omission of the Ticket Holder and/or any Authorised Representative, except as a result of reasonable wear and tear.
22. The Club shall have the right to immediately eject from the Stadium any Ticket Holder and/or Authorised Representative who is in breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 27 shall apply.
23. Nothing in these terms and conditions or any Entry Materials gives any guarantee that a Ticket Holder will be entitled to renew any Seasonal Hospitality Ticket or purchase any tickets or facilities at the Stadium in any subsequent season.
24. The Club may at any time in its reasonable discretion substitute a Ticket Holder's usual seat and/or facilities with an alternative seat and/or facilities of equal price.
25. If any monies are due from a Ticket Holder or an Authorised Representative to the Club and/or Manchester United Limited and/or any Manchester United group company (including, without limitation, in respect of the provision of catering and associated facilities to the Ticket Holder), the Club shall have the right to: (i) suspend the use of any Seasonal Hospitality Ticket(s) held in the name of the Ticket Holder until all such outstanding sums are satisfied by the Ticket Holder; (ii) withdraw the use of any Seasonal Hospitality Ticket(s) held in the name of the Ticket Holder; and/or (iii) terminate the contract between the Club and the Ticket Holder. In the event of such suspension or withdrawal, no refund will be paid in respect of the remainder of the Season or any games missed during such suspension, save to the extent the Club is able to resell such tickets and/or facilities (from which proceeds the Club shall first be entitled to deduct any monies owed to it).
26. The sale of a Seasonal Hospitality Ticket does not grant the Ticket Holder exclusive possession of any seats or facilities at the Stadium or create a tenancy of any kind.
27. The Club reserves the right to suspend a Seasonal Hospitality Ticket and all associated benefits (and/or any other Seasonal Hospitality Ticket's in the Ticket Holder's name) for a period of time, to withdraw its use and such benefits completely and/or terminate the contract between the Club and the Ticket Holder if: (i) a Ticket Holder, any Authorised Representative (or any individual in possession of the relevant Entry Materials) breaches any of these terms and conditions or otherwise misuses the Seasonal Hospitality Ticket; or (ii) the Ticket Holder is prohibited by law from attending any football ground (including the Stadium). In the event of a suspension or withdrawal of a Seasonal Hospitality Ticket, no refund will be paid in respect of the remainder of the Season or any games missed during such suspension, save to the extent the Club resells such tickets and/or facilities.

28. If, following issue of a Seasonal Hospitality Ticket and/or Entry Materials, the remittance tendered in payment of the same shall be dishonoured or in any other way refused (other than by the Club), the Ticket Holder shall be liable to pay any bank and reasonable administrative charges incurred by the Club as a result. In addition this shall be a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 27 shall apply.
29. Once booked and/or purchased no Ticket Holder is entitled to cancel a Seasonal Hospitality Ticket or obtain any refund, and the Club shall be entitled to seek full payment in respect of all tickets and/or facilities booked. No refunds will be given by the Club for any matches unattended. Where any match is cancelled, abandoned or postponed, the Club shall have no liability to any Ticket Holder or Authorised Representative (or any person attempting to access the Stadium using the Entry Materials) except that, following any cancellation, abandonment or postponement of a home match, a Ticket Holder shall be entitled to attend the rearranged match (if any).
30. The Ticket Holder shall indemnify the Club against any and all costs, expenses and/or losses of whatever nature, however incurred, suffered directly or indirectly by the Club as a result of any breach of these terms and conditions by the Ticket Holder and/or any Authorised Representative, or a failure by such persons or entities to pay any sums to the Club when due. Such costs and/or expenses shall include (without limitation): (i) any legal costs incurred by the Club or its professional advisors; and (ii) interest on sums due to the Club at a rate of 8% above the base rate of the Bank of England from time to time.
31. Ticket Holders and Authorised Representatives shall not bring into (or use within) the Stadium any equipment which is capable of recording footage of a match, save in respect of mobile phones used only for the purpose of making telephone calls or sending messages or emails in text form.
32. Ticket Holders and Authorised Representatives are unable to re-enter the Stadium if they leave the Stadium at any time on a match day, save where otherwise permitted by the Club in its absolute discretion.
33. No Ticket Holder or Authorised Representative will be permitted access to the Stadium unless they comply with the relevant dress code (as directed by the Club from time to time) which applies to their Seasonal Hospitality Ticket. Whether any Ticket Holder or Authorised Representative complies with the dress code shall be at the sole discretion and judgement of the Club.
34. Smoking is not permitted in any part of the Stadium and the Club takes a serious view of any individual in breach of this policy. The Club reserves the right to eject from the Stadium any Ticket Holder or Authorised Representative smoking anywhere in the Stadium.
35. The Ticket Holder of any Seasonal Hospitality Ticket which includes a meal as part of the benefits and facilities enjoyed may (depending on the facilities held) be informed in advance of each match of those menu choices available (if any) to them. If a Ticket Holder fails to inform the Club of its menu choices at least 72 hours in advance of a match, then the Club shall not be required to take account of that choice in preparing any food or meal for that Ticket Holder (or any Authorised Representatives or other Seasonal Hospitality Tickets held by the same Ticket Holder).
36. The Club may from time to time create images and/or audio-visual video footage of Ticket Holders and Authorised Representatives attending the Stadium. The Club owns all rights in such images and footage and shall be entitled to use it for the purpose of: (i) promoting the Club and its commercial partners; and (ii) any other commercial activity, provided such use does not harm the reputation of the relevant individual whose image is used.
37. The Club does not accept responsibility for any articles or possessions of any Ticket Holder or Authorised Representative left or displayed in or at the Stadium.

38. The Club shall not have any liability to a Ticket Holder (and/or any Authorised Representative) for any failure to carry out or delay in carrying out any of the Club's obligations under these terms and conditions, including admitting a Ticket Holder (and/or any Authorised Representative) to the Stadium for a particular match, caused by any circumstance outside its reasonable control.
39. The Club shall not have any liability to a Ticket Holder (and/or any Authorised Representative) for any late delivery or non-delivery of any Entry Materials, documents or other materials resulting from the actions or omissions of any postal service provider.
40. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CLUB HEREBY EXCLUDES ANY AND ALL LIABILITY FOR LOSS AND/OR DAMAGE TO PERSONS AND/OR PROPERTY IN OR AROUND THE STADIUM AND/OR OTHERWISE RELATING TO THESE TERMS AND CONDITIONS AND/OR SEASONAL HOSPITALITY TICKETS.**
41. The Club reserves the right to change these terms and conditions from time to time, and shall publicise such changes on its website.
42. These terms and conditions (and any associated application form/process) are the entire agreement between the Club and each Ticket Holder in relation to the subject matter of the same.
43. The Club is entering into a contract with the Ticket Holder for the benefit of the Club and its group companies, each of which shall be entitled to enforce these terms and conditions. The Club shall at any time be entitled to assign, transfer or novate the benefit and/or burden of (and any right or obligation of the Club under) these terms and conditions to any of its group companies.
44. If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms and conditions shall, to that extent, be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by applicable laws.
45. The failure by the Club to exercise or a delay by the Club in exercising a right or remedy provided by these terms and conditions does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of these terms and conditions does not constitute a waiver of any other breach and shall not affect the other terms and conditions.
46. These terms and conditions 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.