Manchester City Football Club Limited

Corporate Hospitality Terms and Conditions for Concert bookings

The following terms and conditions apply to all bookings for corporate hospitality.

In these terms and conditions, the expression

"**Club**" refers solely to Manchester City Football Club Ltd and

"**Client**" means the person, firm or company booking the package.

"**Stadium**" means the Etihad Stadium.

"**Promoter**" means SJM Concerts Limited.

1. Payment shall be made by cash, cheque, or such credit /debit cards as are accepted by the Club on booking. Alternatively the Client must provide evidence of Chaps/Bacs payment. A booking is not confirmed or guaranteed unless payment is supplied at the time of purchase. If applicable – cheques to be made payable to "Manchester City Football Club Limited".

2. Where the booking is placed within 30 days of the concert 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.

3. 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 a debt collection agency 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 Client 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.

4. Payment must be received before tickets will be released.

5. Parties of less than 10 may be required to share a table.

6. Concert invitations detailing a full itinerary will be forwarded approximately 5 working days prior to the concert providing full payment has been received.

7. Admission times will be noted on the concert invitations and/or itinerary. Admittance is strictly by officially sanctioned invitation and guests will not be permitted entry until times indicated on the invitation/itinerary.

8. The Club shall be entitled to provide alternative facilities to those specified on the invitation/ticket in the event that this is reasonably required for the staging of the concert.

9. Every effort will be made to admit latecomers at a suitable break in the concert, but admission cannot always be guaranteed.

10. The re-sale of this ticket for commercial gain will make the ticket/invitation void. Clients should be aware that tickets sold from unofficial sources may not be valid.

11. The unauthorised use of photographic and recording equipment (whether audio or visual) is prohibited.

12. As members of the audience, Clients consent to being photographed, filmed and/or sound recorded for broadcast and/or publications without payment.

13. Please note that strobe lighting, show smoke and pyrotechnics may be used during concerts, and the sound level may be loud.

14. Cancellation or part cancellation of a booking by the Client must be made in writing by letter to the Sales Department, Manchester City Football Club, Etihad Stadium, Etihad Complex, Manchester M11 3FF or by email to hospitality@mcfc.co.uk.

15. Subject to clause 14 cancellation or part cancellation by the Client are subject to the following charges:
    - More than 60 days in advance of the concert date - 10% cancellation charge
    - Less than 60 days in advance of the concert date - 100% of the total charge

16. Should a reduction in numbers of 10% or more be requested by the Client at any time prior to the concert, 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 14-15 shall apply to the entire

booking. For reductions in numbers of less than 10% the Club's cancellation policy set out in clause 14-15 shall apply with immediate effect to the portion of the booking that has been reduced.

17. Except where the Club and/or the Promoter offers an applicable ticket exchange or resale facility, tickets and/or hospitality packages cannot be exchanged or refunded after purchase unless the performance is cancelled or rescheduled or where there is a material change to the programme of the event. Where the concert is cancelled or rescheduled, or where there is a material change to the programme of the event, the Client will be entitled to claim a refund from the Promoter and/or the Club (as applicable) in accordance with this clause. Where an outdoor event is cancelled or curtailed because of adverse weather, the Club and/or the Promoter shall not be liable to make any refund or pay any compensation beyond the refunds that may be payable under the Club's or Promoter's rules. Where such a refund is sought the Client must bring this to the attention of the Club and/or the Promoter as soon as possible upon becoming aware of such change and, where the event has been rescheduled, prior to the rescheduled event. The refund for tickets equals the face value of the tickets purchased plus the relevant per ticket booking fee. In order to claim your refund, please apply in writing to your point of purchase, enclosing your complete unused tickets promptly. Refunds shall only be made to the person who purchased the tickets and, when possible, be made using the same method as was used to purchase the tickets. These terms and conditions do not and shall not affect the Client's statutory rights as a consumer. In order to obtain a refund in relation to a hospitality package the Client should apply in writing by letter to the Sales Department, Manchester City Football Club, Etihad Stadium, Etihad Campus, Manchester M11 3FF or by email to hospitality@mcfc.co.uk

18. It is the responsibility of the Client to check with the Club and/or the Promoter prior to the event in case there is a variation in the dates of the concert and/or times. In the event of a change in date or time of the concert, the Club will not be liable for any additional costs incurred by the Client such as travel or accommodation costs.

19. Where reasonably necessary, the Promoter and/or the Club reserves the right to make alterations to the published event programme.

20. The Club may cancel the booking at any time:
    - If the booking might, in the opinion of the Club, prejudice the reputation of the Club, or
    - If the Client is more than 30 days in arrears of previous payments due to the Club.

21. The Club does not grant the Client any rights whatever to transfer or sub-let the table, seats or executive box to any other person without the written consent of the Club.

22. The Client is forbidden to use hospitality places for promotional or advertising purposes 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.

23. 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.

24. The Club reserves the right to vary the provision and packages depending on concert times and licensing restrictions.

25. It is not permitted for the Client or any guest to bring to or consume at their facility any food or drink (whether alcoholic or otherwise) not provided by the Club. The consumption of any food or drink purchased in public concourse areas of the Stadium is also not permitted in hospitality areas.

26. Children under 5 are not allowed within the hospitality areas. Children over the age of 5 but under the age of 14 are permitted within hospitality areas; however they must be accompanied by a responsible adult at all times.

27. The Client and any guests shall act in an orderly, proper and lawful manner and shall abide by the Rules. For the purposes of this condition, "**Rules**" means the rules and regulations of the Stadium, the venue management, the Promoter and any licensing or regulatory authority.

28. The Client and any guests shall not:
    a) cause any damage to the Stadium;
    b) attempt to access the performing area, the backstage area or any other prohibited areas;
    c) stand on seats or climb onto barriers or other structures;
    d) throw or attempt to throw any object onto the performing area;
    e) treat the hospitality staff in a threatening or abusive manner;
    f) bring into the Stadium any food, alcohol or dangerous or illegal substances; or
    g) smoke in any areas apart from the parts of the Stadium designated for such purpose.

29. The Client shall be responsible for the conduct of any guests and shall ensure that they adhere with conditions 25, 26, 27 and 28.

30. The Client and/or their guests may be ejected from the Stadium without entitlement to a refund for a failure to comply with conditions 27 and 28.

31. 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.

32. The facilities used are to be left in a clean and tidy condition at the end of each period of use. If any damage is done to the facilities, Club property or any part of the Stadium by the Client or their representatives or guests, then the expense of making good the same is to be paid by the Client.

33. The Club shall not be responsible for any damage to or theft of any motor vehicle and their contents at the Stadium. Drivers must park in the areas designated on their invitations. Parking places associated with corporate packages are particular to the Client and cannot be sold, transferred or assigned.

34. Parking accreditation does not entitle the holder, unless otherwise specified, to any particular space in the car park. Accreditation must be displayed upon entrance to the car park for which it relates and to any official of the Club in stewarding or associated duties, when requested.

35. The Sportcity Estate 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.

36. 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 of these terms and conditions; and/or
    b) any damage caused by the Client and/or the guests to the Stadium or any property or equipment at the Stadium.

37. 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. For the purposes of this clause, a "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, inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm.

38. 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's property; and
    b) any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever.

39. Nothing in these terms and conditions shall limit either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation.

40. 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.

41. In addition to these terms and conditions, the hospitality package is also subject to the terms and conditions printed on the reverse of the event ticket.

42. The invalidity or unenforceability of any term of, or any right arising pursuant to, these terms and conditions 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.

43. By accepting the written confirmation the Client agrees to adhere to and be bound by these terms and conditions.

44. These 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.

45. The Club reserves the right to change any of the above terms and conditions at any time and will publicise such changes on the Club's hospitality website.