

Manchester City Football Club Limited

Hospitality Terms and Conditions

Contents

1. Introduction
2. General hospitality terms and conditions (“**General T&Cs**”)
3. Seasonal hospitality terms and conditions (“**Seasonal T&Cs**”)
 - Appendix A – Hospitality ‘Cup Bundle’ terms and conditions (“**Cup Bundle T&Cs**”)
4. Daylet hospitality terms and conditions (“**Daylet T&Cs**”)
5. Private box hospitality terms and conditions (“**Box T&Cs**”)
6. Away trip hospitality terms and conditions (“**Away Hospitality T&Cs**”)

Manchester City Football Club
Hospitality Terms and Conditions 2013/14

Section 1 - Introduction

All purchases of Manchester City Football Club hospitality packages are subject to the following:

- i) the terms of the Agreed Order Form issued to you by the Club;
- ii) the General T&Cs (set out in section 2 of this document);
- iii) the Seasonal T&Cs applicable to seasonal hospitality packages and the accompanying Cup Bundle T&Cs (set out in section 3 of this document);
- iv) the Daylet T&Cs applicable to hospitality packages for single football matches and events (set out in section 4 of this document);
- v) the Box T&Cs applicable to the hire of private boxes for football matches and events (set out in section 5 of this document); and
- vi) the Away Hospitality T&Cs applicable to hospitality packages for use at venues other than the Etihad stadium (set out in section 6 of this document);

(together, the "**Hospitality T&Cs**").

In the event of conflict between the terms on an Agreed Order Form and the other terms and conditions set out above, the terms of the Agreed Order Form shall prevail.

Before purchasing a Manchester City Football Club hospitality package, please ensure that you have read carefully the sections of the Hospitality T&Cs which are applicable to you. **By purchasing a hospitality package, you acknowledge that you have read, understood and agree to be bound by the Hospitality T&Cs.**

Manchester City Football Club
Hospitality Terms and Conditions 2013/14

Section 2 – General T&Cs

1. Definitions and interpretation

In these General T&Cs and throughout the Hospitality T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

“Agreed Order Form”	means the Order Form once a contract has been formed between the Purchaser and the Club in accordance with clause 2.1 of section 2;
“Away Match”	means any away Match played by the Team at a venue other than the Ground;
“Away Ground”	means the relevant venue at which an Away Match is played;
“Away Ground Terms”	means the terms and conditions, ground regulations and directives of the applicable away club and any relevant government body or competition organizer;
“Away Package”	means a hospitality package for use at an Away Match at an Away Ground;
“Box”	means one of the Club’s platinum boxes at the Ground which may be hired privately by Purchasers in accordance with the Box T&Cs set out in section 5 of these Hospitality T&Cs;
“Club”	means Manchester City Football Club Limited (company number 40946) whose registered address is at Etihad Stadium, Etihad Campus, Manchester, M11 3FF;
“Conditions of Entry”	means the Rules and the Ground Regulations;
“Cup Match”	means any football match played by the Team in the League Cup, FA Cup or UEFA competitions;
“Daylet Package”	means a hospitality package for use for a single Match or Event;
“Event”	means an event held at the Ground during the Season which is not a Match;
“Fee(s)”	means any and all fees payable by a Purchaser to the Club in relation to a Hospitality Package;
“Force Majeure Event”	means any event or 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, the Rules), inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm;
“Ground”	means the Etihad Stadium, Etihad Campus, Manchester, M11 3FF;
“Ground Regulations”	means the ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available on the Website;
“Guest(s)”	means any person(s) whom the Purchaser is authorised to invite to attend the Ground under that Purchaser’s Hospitality Package;
“Hospitality Package”	means a Seasonal Package (including any associated Cup Bundle) and / or a

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

“Match”	means any Premier League Match or Cup Match or friendly match played by the Team;
“Multi-year Package”	means a Seasonal Package for the number of consecutive Seasons set out in the Agreed Order Form;
“Order Form”	means the document titled ‘Order Form’ issued by the Club to the Purchaser containing details of the Purchaser’s order;
“Premier League Match”	means any football match played by the Team in the Barclays English Premier League;
“Purchaser”	means the purchaser of a Hospitality Package;
“Rules”	means the Ground Regulations and any rules or regulations issued from time to time by the Premier League, the Football League, the Football Association, FIFA and UEFA;
“Season”	means each season of the Term, commencing on 1 st June and ending on 31 st May of the following year. For the avoidance of doubt, the first Season shall be from 1 st June 2013 to 31 st May 2014;
“Seasonal Package”	means a hospitality package for use for more than one Match during a Season (as agreed between the Club and the Purchaser and specified on the Agreed Order Form). For the avoidance of doubt, this shall include hospitality packages for a single season and Multi-year Packages;
“Term”	means the term of the Seasonal Package as specified on the Agreed Order Form;
“Team”	means the Club’s men’s first team squad;
“Ticket(s)”	means any ticket, voucher, booklet, card or other such entry materials which are provided by the Club to the Purchaser to enable the Purchaser to exercise the benefits of the relevant Hospitality Package; and
“Website”	means the Club’s website at www.mcfc.co.uk .

2 Purchase and payment

- 2.1 The Club shall be deemed to have made an offer to the Purchaser when the Club sends an Order Form and the Hospitality T&Cs to the Purchaser. The Purchaser shall be deemed to have accepted the offer made by the Club, and a contract for the supply of services shall be created, upon the earlier of:
- the Purchaser acknowledging their acceptance by email or in writing;
 - use of the Ticket(s) or any other service forming part of the contract by the Purchaser and / or by a Guest; or
 - payment, in whole or in part, of the Fees by the Purchaser.
- 2.2 The purchase of a Hospitality Package grants the Purchaser and their Guests to use the Club’s facilities at the relevant Match(es) / Event(s) and does not grant the Purchaser exclusive possession of any of the Club’s facilities or create a tenancy of any kind.

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

- 2.3 Hospitality Packages are sold subject to availability and in the Club's sole discretion and the Club expressly excludes all liability for any loss, expense or other type of claim arising as a result of any unsuccessful attempt to purchase a Hospitality Package during the Season.
- 2.4 Purchasers must pay all Fees within 30 days of receiving an invoice for the same from the Club or before the first day on which the Purchaser wishes to use their Hospitality Package, whichever is earliest (save where otherwise stated on an Agreed Order Form).
- 2.5 Unless stated to the contrary in these Hospitality T&Cs, Fees may be paid using any of the following payment methods:
- a) cash;
 - b) cheque (payable to Manchester City Football Club Limited);
 - c) banker's draft;
 - d) CHAPS transfer; or
 - e) debit / credit card.
- The Club reserves the right to charge administration fees on payments made using certain payment methods. Information of any such charges will be made available by the Club and it is the responsibility of the Purchaser to check payment information carefully.
- 2.6 Payment must be received by the Club and cleared before any Tickets shall be released to the Purchaser. Tickets shall be delivered to Purchasers before the date for use or shall be made available for collection at the Ground (whichever is agreed between the parties).
- 2.7 In the event that a Purchaser fails to pay any Fees on the relevant dates to the Club or where any payments are dishonoured, the Club reserves the right to:
- a) suspend or withdraw the relevant Hospitality Package and / or refuse entry to the Ground to the relevant Purchaser and their Guests; and / or
 - b) restrict the Purchaser from renewing the Hospitality Package; and / or
 - c) prohibit the Purchaser from purchasing a Hospitality Package for any future Match; and / or
 - d) charge the Purchaser an administration fee and / or a sum equal to any bank charges incurred by the Club as a result of the refused or dishonoured payment; and / or
 - e) take such action as it deems necessary to recover sums due to the Club, and the Club reserves the right to appoint a third party to recover any such sums.
- 2.8 Purchasers must be aged 18 or over at the time of purchase of a Hospitality Package.
- 2.9 The purchase of a Hospitality Package shall entitle a Purchaser and their Guests to receive the relevant Tickets and to attend the applicable Match(es) and / or Event(s) and to use the seat or seats and any associated facilities applicable to the Hospitality Package purchased.

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

2.10 Guests aged under 2 years shall not be charged any Fee to attend the Ground under a Hospitality Package (excluding Away Packages) but shall not be provided with a seat in any Box, hospitality area or in the external bowl of the Ground.

3. Cancellation and withdrawal

3.1 Deposits are non-refundable and non-transferable.

3.2 Unless otherwise stated in these Hospitality T&Cs, once booked and / or purchased, no Purchaser shall be entitled to obtain any refund if they then wish to cancel their purchase of a Hospitality Package in whole or part and the Club shall be entitled to seek full payment in respect of all Hospitality Packages booked. Cancellation or part cancellation of a Hospitality Package booking by the Purchaser must be made in writing by letter to the Sales Department, Manchester City Football Club, Etihad Stadium, Etihad Campus, Manchester M11 3FF or by email to sales@mfc.co.uk.

3.3 The Club reserves the right to cancel or suspend any Hospitality Package, in whole or part, at any time, if allowing the Purchaser (or any of their Guests) to use the Hospitality Package could, in the opinion of the Club, prejudice or be detrimental to the reputation of the Club and / or if the Purchaser (or any of their Guests) is in breach of these Hospitality T&Cs. If a Hospitality Package is suspended or cancelled under this clause 3.3, the Purchaser shall not be entitled to a refund and no refund will be granted in relation to any person who is refused access to the Ground or ejected from the Ground under these Hospitality T&Cs, the Rules and / or the Conditions of Entry.

3.4 The Club may, in its sole discretion, resell any Hospitality Package cancelled by the Purchaser or suspended or withdrawn by the Club and may in the event of a resale provide the Purchaser with a refund (less any applicable administration costs (including legal costs) incurred by the Club and any sums owing by the Purchaser to the Club and any interest due on such sums).

3.5 The Club reserves the right to vary or change the dates of Matches and/or kick-off times. The Club shall use reasonable endeavours to publicise any such change as far in advance as possible (including on the Website). 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 Purchaser such as travel or accommodation costs but the Purchaser (and their Guests) shall be entitled to attend the rearranged Match (if any).

4 Standards of behaviour and dress

4.1 The Purchaser and their Guests shall act in an orderly, proper and lawful manner, shall abide by the Rules, these Hospitality T&Cs and the Conditions of Entry 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 Purchaser and their Guests shall not:

- a) cause any damage to the Ground (or any Away Ground if applicable);
- b) treat the Club staff or any person at the Ground 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 Ground or at any other sporting venue anywhere in the world;
- d) bring into the Ground any food, drink (including alcohol) or dangerous or illegal substances;

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

- e) smoke in any part of the Ground (the Club has a zero-tolerance policy in relation to this matter);
or
 - f) bring into the Ground any luggage items larger than A4 size (larger items can be left at the City@Home reception before entering the Ground).
- 4.3 The Purchaser and their Guests shall adhere to the Club's dress code relevant to the Hospitality Package, which is clearly printed on all Tickets. It shall be at the Club's sole discretion to decide if a Purchaser 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.
- 4.4 Purchasers and their Guests must leave hospitality facilities in a clean and tidy condition at the end of each period of use. The Purchaser shall be liable to pay any costs of cleaning, repair or replacement of any of the facilities or property at the Ground where damage is caused as a result of the acts or omissions of the Purchaser and/or their Guests.
- 4.5 Purchasers and their Guests are prohibited from bringing in to the Ground or consuming in the hospitality facilities any food or drink (whether alcoholic or otherwise) not provided by the Club. Purchasers and Guests shall refrain from consuming food and drink purchased in the public concourse areas of the Ground in the hospitality areas. Purchasers and their Guests shall also abide by the Sporting Events (Control of Alcohol etc) Act 1985.
- 4.6 Children under the age of 18 are permitted within hospitality areas; however they must be accompanied by a responsible adult at all times.
- 4.7 The Club reserves the right, in its absolute discretion, to suspend for a period of time determined by the Club or withdraw a Purchaser / Guest's Ticket, or to eject a Purchaser / Guest from the Ground if the Purchaser / Guest:
- a) is, in the Club's sole discretion, in breach of any part of this clause 4; or
 - b) is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world.

Purchasers are responsible for the behaviour of their Guests and may have their Hospitality Package suspended or withdrawn if any of their Guests act in breach of this clause 4.

- 4.8 Purchasers and their Guests will not have opportunity to leave and re-enter the Ground. The Club operates a strict policy prohibiting re-admission to the Ground.

5 Rearranged or abandoned Matches and Events

- 5.1 If a Match or Event is rearranged for reasons outside the Club's control, the Club shall inform the Purchaser in writing as soon as is reasonably possible. If the Purchaser wishes to cancel or otherwise change their Hospitality Package booking, they must inform the Club in writing as soon as possible and in any event no later than 7 days after the date of the notice of the rearranged Match or Event, otherwise the Purchaser will be liable for the applicable cancellation fee as stated in these Hospitality T&Cs.
- 5.2 If any Match is relocated to the Ground for any reason (including without limitation safety reasons) but is deemed to be an Away Match for the purposes of the relevant competition, the Match will not be considered a home game for the purposes of any Hospitality Package.

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

6 Match / Event day

- 6.1 Where possible, Match / Event invitations detailing a full itinerary and Tickets will be forwarded to Purchasers approximately 5 working days before the Match / Event, provided that full cleared payment has been received by the Club. If the Purchaser and / or any of their Guests have any special dietary requirements, this should be communicated to the Club in writing, at least 5 working days prior to the relevant Match / Event. It is the Purchaser's responsibility to check that all Tickets are complete and correct when received. If any items are missing from the Tickets, the Purchaser should contact the Club immediately.
- 6.2 Purchasers and their Guests must present the relevant Ticket and comply with the rules on dress code and behaviour in these Hospitality T&Cs to gain entry to the Ground.
- 6.3 Admission to the Ground will be granted no earlier than 2½ hours prior to the published start time of each Match / Event and for no longer than 1 hour after the Match / Event has finished.
- 6.4 It is the responsibility of the Purchaser to check:
- a) that the Club holds the correct details for them / their Guests and that the correct details appear on the Tickets; and
 - b) the dates and time of the Match / Event, which may be subject to alteration.
- 6.5 Only one person per Match / Event will be admitted to the Ground in respect of each Ticket and seat.
- 6.6 The Club reserves the right in its sole discretion to allocate alternative seats, rooms, facilities or services to Purchasers (for example where relocation is necessary in order to comply with the Rules or for operational reasons). In the event of such a change, the Club shall endeavour to provide a suitable replacement of equal or greater value than the Hospitality Package purchased.
- 6.7 If a Purchaser and their Guests number fewer than 10 people (or fewer than 8 people as regards any Box), they may be required to share a table (or Box) with other hospitality guests not in their party.

7 Tickets

- 7.1 All 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.
- 7.2 The Club is not responsible for any Ticket which is lost, stolen, forgotten, damaged, defaced or destroyed (whether a Ticket is damaged, defaced or destroyed shall be determined by the Club acting reasonably in its sole discretion). Purchasers must notify the Club immediately in the event that any hospitality Ticket is lost or stolen. The Club may, in its absolute discretion, provide duplicate Tickets and reserves the right to charge a fee for the issue of any such replacement.
- 7.3 Purchasers are prohibited from using Hospitality Packages for promotional, advertising or marketing purposes unless expressly authorized in writing by the Club.
- 7.4 Hospitality Packages are personal to Purchasers and Tickets are personal to Purchasers and their Guests. Hospitality Packages and Tickets are not transferable and shall not be transferred or resold in any circumstances, save as provided in this clause 7.4. Purchasers may transfer tickets to approved third parties at the discretion of the Club. Such a transfer may incur a fee determined by the Club in its sole discretion, which shall be borne in full by the Purchaser. In all other circumstances, Purchasers are

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

prohibited from transferring or subletting their Hospitality Package to any person without the written consent of the Club.

- 7.5 The unauthorised sale or disposal of tickets may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police as soon as it becomes aware that Tickets and / or Hospitality Packages are being or have been sold in contravention of this law and may share information of any persons involved (or whom it reasonably believes are involved) with the police, the Premier League, the Football Association and / or other football clubs. The Club reserves the right to suspend or withdraw with no refund any Hospitality Package purchased by any person who is convicted of a criminal offence related to the illegal sale of tickets or is reasonably suspected by the Club of committing such an offence.
- 7.6 In the event of any person attempting to enter or having entered the Ground with a concessionary priced Ticket where that person is not entitled to use a concessionary priced Ticket, the Club reserves the right to eject that person from, or refuse that person entry to, the Ground and may withdraw the Ticket and/or the relevant Hospitality Package at the Club's sole discretion, and no refund shall be given.
- 7.7 The Club shall have the following rights in relation to any Purchaser or Guest (or anyone in possession of the Ticket belonging to a Purchaser or Guest) who breaches clauses 7.3 to 7.6:
- a) confiscation of Tickets (with no right to refund);
 - b) ejection from or refusal of access to the Ground;
 - c) suspension of the relevant Hospitality Package for any future Matches / Events; and / or
 - d) banning from the Ground / purchasing a Hospitality Package,
- and any Tickets belonging to such a person shall be null and void.

8 Car Parking

- 8.1 Any car parking pass purchased in connection with a Hospitality Package (a "Pass") is sold and used by Purchasers and their Guests subject to the Club's Car Park T&Cs (available on the Club's website or on request). The Club shall (subject to availability) generally only make available one car parking space for every four Guests utilising a Hospitality Package. A Pass will be provided, without production of which no car shall be admitted to the Club's parking facilities.
- 8.2 The Club is not responsible for any Pass which is lost, stolen, forgotten, damaged, defaced or destroyed (whether a Pass is damaged, defaced or destroyed shall be determined by the Club acting reasonably in its sole discretion). The Club should be notified immediately in the event that a Pass is lost or stolen. The Club may, in its absolute discretion, provide a replacement Pass (or a Pass for a different car parking space) and reserves the right to charge a fee in respect of any replacement issued.
- 8.3 Vehicles are parked at the Pass holder's risk and the Club shall not be liable for any theft, loss or damage to any Vehicle or its contents.
- 8.4 Car parking spaces and Passes are personal to Purchasers and their Guests and cannot be sold, transferred or assigned without the permission of the Club.

9 Liability

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

- 9.1 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 Match / Event, and the postponement, abandonment or cancellation of any Match / Event.
- 9.2 The Club shall not have any liability to any Purchaser / Guest for any non-delivery or late delivery of Tickets, Passes, documents or other materials dispatched by the Club to the Purchaser resulting from the actions, omissions, malfunctions or interruptions of any postal services (or other third party) or incomplete or inaccurate personal details or address provided to the Club by the Purchaser. The Club's responsibility for any Tickets, Passes, documents or other materials ends from the moment they are posted.
- 9.3 The Club shall take all reasonable precautions for the security of the property of Purchasers and Guests, but property is left unattended at the owner's risk.
- 9.4 Use of the Club's car park facilities is subject to the Car Park Terms and Conditions which are available on the Website.
- 9.5 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 Purchaser and / or the Guests' property; or
 - b) any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever.
- 9.6 Nothing in these Hospitality T&Cs shall limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation.
- 9.7 Tickets relating to the performance aspect of Events ("**Event Tickets**") are sold by the Club as agent on behalf of the Event organiser / promoter. All issues relating to the performance element of the Event and Event Tickets, including the postponement, rearrangement or cancellation of the Event and any associated refund, shall be the responsibility of the Event organiser / promoter and the Club shall have no liability to any Purchaser or Guest or any other third party in relation to such matters.
- 9.8 If, when attending an Event at the Ground, a Purchaser or Guest commits a breach of any of the Event organizer / promoter's terms and conditions of sale, such breach shall be treated as a breach of these Hospitality T&Cs.
- 9.9. The Club shall not be responsible to any Purchaser, Guest or third party in respect of any delay or failure for any Event Tickets to be sent by the Event organiser to such party or to the Club.

10 Data Protection

- 10.1 Each Purchaser and Guest acknowledges and agrees that the personal data provided by them to the Club in the purchase and use of a Hospitality Package shall be collected, stored and used by the Club in accordance with the Data Protection Act 1998 and the Club's Privacy Policy (available at www.mcfc.co.uk/common/privacy).
- 10.2 All persons who enter the Ground under a Hospitality Package acknowledge that photographic images and / or video recordings (and / or stills taken from video recordings) may be taken of them and may also be used in televised coverage of Matches, Events and / or for promotional or marketing purposes by the

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

Club, the Premier League or other third parties (such as event promoters) and use of a Ticket to enter the Ground constitutes consent to such use.

11 Force Majeure

The Club shall not be deemed to be in breach of these Hospitality T&Cs or otherwise liable to any Purchaser or Guest as a result of any delay or failure in the performance of its obligations under these Hospitality T&Cs if and to the extent that such a delay or failure is caused by a Force Majeure Event. For the purposes of this clause 11, 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, compliance with the Rules, inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm.

12 Indemnity

Purchasers shall indemnify the Club against any and all costs, expenses and / or losses of whatever nature and howsoever caused or incurred, as a result of:

- a) any breach by the Purchaser or their Guest(s) of these Hospitality T&Cs; or
- b) any damage caused by the Purchaser or their Guest(s) to the Ground or any property, equipment or facilities at the Ground (other than reasonable wear and tear).

13 Audio visual equipment

- 13.1 Save as regards mobile telephones used for personal and private use only, holders of Tickets shall not bring into (or use within) the Ground any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to any Match or Event or any aspect thereof. Any person acting in breach of this clause may have such equipment confiscated and/or will be required to deliver up any tapes, films, disks or other recordings or data to the Premier League and/or the Club and / or the Event organizer and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the Premier League and / or Event organizer (as applicable).

14 General

- 14.1 In the event that any of these Hospitality T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Hospitality T&Cs shall remain in effect as if such void, ineffective or unenforceable condition or conditions had not been included.
- 14.2 The Club reserves the right to make amendments to these Hospitality T&Cs from time to time, provided that the amendments shall not result in any Purchaser receiving any less than the same or substantially similar benefits to those that the Purchaser was entitled to receive prior to such amendments in relation to the Season. Up to date versions of the Hospitality T&Cs will be made available promptly on the Club's website, and hard copies will be available from the Club upon request.
- 14.3 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Hospitality T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 14.4 These Hospitality T&Cs shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

- 14.5 By applying to purchase a Hospitality Package, Purchasers acknowledges that they have carefully read, understood and agree to adhere to and be bound by these Hospitality T&Cs.
- 14.6 Nothing in these Hospitality T&Cs shall give any person any automatic right of renewal or purchase in relation to any Hospitality Package for any subsequent football season or for any subsequent Event unless specified on the Agreed Order Form.
- 14.7 These Hospitality T&Cs and the Conditions of Entry, comprise the entire agreement between the Club and Purchasers and Guests in relation to the purchase and use of Hospitality Packages.
- 14.8 The Club and its group companies shall be entitled to enforce these Hospitality T&Cs against Purchasers and Guests. The Club shall at any time be entitled to assign, transfer or novate the benefit and subcontract the obligations due under these Hospitality T&Cs.

Manchester City Football Club
Hospitality Terms and Conditions 2013/14

Section 3 - Seasonal T&Cs

These Seasonal T&Cs are subject to the General T&Cs set out above, and the same definitions will apply. By purchasing a Seasonal Package the Purchaser acknowledges that he has read, understood and agrees to be bound by the relevant sections of these Hospitality T&Cs.

1 Eligibility

- 1.1 The Club's hospitality facilities are located in areas of the Ground reserved for the Club's fans. Any Purchaser or Guest who is in breach of clause 4 in section 2 above as regards behaviour and dress and / or who is not a fan of the Club and / or whose behaviour may create or increase potential crowd trouble may be refused entry to or be ejected from the Ground.
- 1.2 Seasonal Packages may (subject to availability) be bought for use in the following areas of the Ground:
 - a) Platinum Boxes;
 - b) The Chairman's Club;
 - c) The Mancunian;
 - d) The Citizen's Suite;
 - e) Legends;
 - f) The 1894 Club Bar;
 - g) The Commonwealth Bar (strictly for use by supporters of the Club only); and
 - h) Executive Seats.
- 1.3 For Purchasers of Seasonal Packages with a Term of one year or less, the Club shall use reasonable endeavours to offer for sale Seasonal Packages for the 2014/15 football season to those Purchasers before offering them for general sale, however the Club does not guarantee an identical Seasonal Package will be available for the 2014/15 football season as that purchased by the Purchaser for the 2013/2014 football season.

2 Payment

- 2.1 The Club shall invoice each Purchaser for the Fee due in respect of their Seasonal Package at the same time as or after the Club has sent the Order Form to that Purchaser (unless agreed otherwise on the Agreed Order Form). The Club may, acting in its sole discretion, agree an alternative payment arrangement with a Purchaser (which shall only be effective if in writing).
- 2.2 Where a booking is made for a Seasonal Package within 30 days of the date of the first relevant Match to which that Seasonal Package applies, any Fees required to secure the booking may only be paid by cash, cheque, CHAPS transfer or credit / debit card.
- 2.3 Without prejudice to any other rights and remedies of the Club, if payment of any Fee due in respect of a Seasonal Package is not received by the Club by the relevant deadline for payment, the Club reserves the right to withhold tickets until payment is received or release the reservation.
- 2.4 Purchasers shall be invoiced by the Club from time to time for any additional fees incurred during the Season in connection with their Seasonal Package (such as those relating to the provision of additional food and drink consumed) which are not covered by any Fees paid for the Standard Hospitality Package ("**Additional Fees**"). The Club may, in its discretion either (i) require the Purchaser to pay the Additional

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

Fees on the day they are incurred; or (ii) provide the Purchaser with an invoice on or after the event which must be paid within 30 days of the date of invoice.

- 2.5 Without prejudice to any other rights and remedies available to the Club, if a Purchaser fails to pay any Fees or Additional Fees due in relation to a Seasonal Package, the Club may refer such default to its nominated debt collection agency which may result in the Purchaser incurring an administration fee to cover to costs of collection of the outstanding Additional Fees. The Club reserves the right to refuse entry to the Ground and its facilities to any Purchaser and the Guests of any Purchaser who has an outstanding debt to the Club in relation to their Seasonal Package until payment of such debt has been received in full.

3 Seasonal Package

- 3.1 The purchase of a Seasonal Package shall entitle the Purchaser and their Guests to the benefits as agreed between the Purchaser and the Club at the time of booking.
- 3.2 Additional benefits relating to Seasonal Packages are available for purchase at an additional fee.

4 Multi-year Terms

- 4.1 Where a Purchaser has purchased a Multi-year Package:
- a) the Multi-year Package shall commence once a contract has formed between the Club and the Purchaser in accordance with clause 2.1 of section 2 (General T&Cs) and, unless terminated earlier in accordance with the provisions under the Hospitality T&C's, shall continue until expiry of the Term; and
 - b) the annual Fees for the Multi-year Package shall be paid by the Purchaser to the Club on or before the dates specified on the Agreed Order Form. The Fees for any subsequent years of the Multi-year Packages shall increase in accordance with the amounts agreed between the parties as specified on the Agreed Order Form.

5. Standard Away Ticket Requests

- 5.1 The purchase of a Seasonal Package entitles the Purchaser to make additional purchase requests for standard away tickets for matches. The sale of standard away tickets is subject to availability.
- 5.2 All requests for standard away tickets must be made via the on-line form.
- 5.3 The purchase of standard away tickets is conditional on the Club being provided with valid payment card details in respect of the purchaser of the Seasonal Package, and the payment card details will be used by the Club, subject to availability, to fulfil the purchase of the requested tickets. Please note that the Club is only able to process payments for standard away tickets using credit cards, Visa debit cards and Mastercard debit cards.
- 5.4 The Club will automatically collect payment for requested tickets to away matches on or around the date on which tickets go on general sale using the payment details provided by the purchaser of the Seasonal Package to the Club. Once payment has been collected, no refunds will be given. The Club shall not be liable for any bank and / or credit card charges that may be incurred by any Seasonal Package purchaser as a result of payment being collected in this way.
- 5.5 The Club shall not be required to inform the purchaser of the Seasonal Package of the date that it will use the payment card details supplied to take payment for the match requested, or that it has successfully taken payment in respect of the match requested. It is the responsibility of the purchaser of the Seasonal

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

Package to check their payment card statement and online booking history for details of those matches for which payment has been successfully taken.

- 5.6 Each Purchaser must keep the Club informed of any changes relating to the payment card details provided under paragraph 5.3 above.

Appendix A – Cup Bundle T&Cs

These Cup Bundle T&Cs are subject to the General T&Cs and the Seasonal T&Cs set out above, and the same definitions will apply. By purchasing a Cup Bundle (as defined below), the Purchaser acknowledges that he has read, understood and agrees to be bound by the relevant sections of these Hospitality T&Cs.

These Cup Bundle T&Cs shall not apply to Multi-year Packages.

1 Eligibility

- 1.1 Purchasers of Seasonal Packages (excluding Multi-year Packages) may purchase a Cup Bundle (subject to availability, sold on a first-come first-served basis).
- 1.2 Subject to clause 2.3 below, the Purchaser will be entitled to the benefits listed in clause 1.3 below in accordance with the Cup Bundle (as defined below) purchased.
- 1.3 The following Cup Bundles are available at the prices publishes by the Club to Purchasers of Seasonal Packages who choose to exercise the option to purchase a Cup Bundle before the start of the Season:
- a) **“Cup Bundle 1”**: Three (3) UEFA Champions League group stage Matches of the Team played at the Ground during the Season.
 - b) **“Cup Bundle 2”**: Three (3) UEFA Champions League group stage Matches of the Team played at the Ground during the Season and the first three (3) domestic cup matches played by the Team at the Ground during the Season, subject to clause 2.3 below. For the avoidance of any doubt, this will be in addition to the first domestic cup Match played by the Team at the Ground during the Season included as part of the Purchaser’s Seasonal Package for the Season,

(together, referred to as **“Cup Bundles”** and individually referred to as a **“Cup Bundle”**).

Purchasers who purchase a Cup Bundle must do so prior to the Team’s first Match of the Season taking place at the Ground in the relevant European and / or domestic cup competition. For the avoidance of doubt, Cup Bundles cannot be purchased after this time.

2 Cup Bundle Specific Terms

- 2.1 The Club reserves the right in its sole discretion to allocate Cup Bundle Tickets to Purchasers in a location in the Ground different to that normally used by the Purchaser under their Seasonal Package (including car parking passes) if:
- a) the part of the Ground in which the Purchaser’s Hospitality Package is located is closed for operational reasons, maintenance, repairs, or re-structure;
 - b) the visiting club is allocated part of the Ground in which the Purchaser’s Seasonal Package is located;

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

- c) the relocation is necessary in order to comply with any requirements of the Rules in respect of any Match played at the Ground; or
- d) the Club, the police or any other relevant authority consider that a relocation is necessary in the interests of safety or crowd control.

2.2 Should the Team play less than three (3) domestic cup Matches at the Ground during the Season (excluding the first domestic cup Match played at the Ground included as part of the Purchaser's Seasonal Package for the Season), one "**Match Credit**" for each Match not played will be carried over to the 2013/14 football season. No refund of any sort shall be given. The Purchaser shall then be entitled to use any Match Credit accrued in the Season to receive a discount (the value of which shall be determined by the Club) from the published price of a Cup Bundle for the 2013/14 football season. If the Purchaser does not opt to purchase a Cup Bundle upon renewal of a Season Package for the 2013/14 season, the Purchaser shall be entitled to the same number of hospitality Tickets in the same hospitality area of the Ground when using such Match Credit, subject to availability. Any Match Credit accrued in the Season shall expire at the end of the 2013/14 football season if unused.

Manchester City Football Club
Hospitality Terms and Conditions 2013/14

Section 4 – Daylet T&Cs

These Daylet T&Cs are subject to the General T&Cs set out above, and the same definitions will apply. By purchasing a Daylet Package the Purchaser acknowledges that he has read, understood and agrees to be bound by the relevant sections of these Hospitality T&Cs (and any third party terms and conditions if applicable).

1 Eligibility

- 1.1 As regards Daylet Packages for Matches, the Club's hospitality facilities are located in areas of the Ground reserved for the Club's fans. Any Purchaser or Guest who is in breach of clause 4 in section 2 above as regards behaviour and dress and / or who is not a fan of the Club and / or whose behaviour may create or increase potential crowd trouble may be refused entry to or be ejected from the Ground.
- 1.2 Daylet Packages may (subject to availability) be bought for use in the following areas of the Ground:
 - a) Platinum Boxes;
 - b) The Chairman's Club;
 - c) The Mancunian;
 - d) The Citizen's Suite;
 - e) Legends;
 - f) The 1894 Club Bar;
 - g) The Commonwealth Bar (strictly for use by supporters of the Club only);
 - h) Executive Seats; and
 - i) Off-site hospitality facilities.

2 Payment

- 2.1 The Fee due in respect of each Daylet Package shall be payable at the time of booking.
- 2.2 Where a booking is made for a Daylet Package within 30 days of the date of the relevant Match or Event, any Fees due may only be paid by cash, cheque, CHAPS transfer or credit / debit card.
- 2.3 Without prejudice to any other rights and remedies of the Club, if payment of any Fee due in respect of a Daylet Package is not received by the Club by the relevant deadline for payment, the Club reserves the right to release the reservation.
- 2.4 Purchasers shall be invoiced by the Club from time to time for any additional fees incurred at the Match or Event to which their Daylet Package relates (such as those relating to the provision of additional food and drink consumed) ("**Additional Fees**"). The Club may, in its discretion either (i) require the Purchaser to pay the Additional Fees on the day they are incurred; or (ii) provide the Purchaser with an invoice on or after the Match / Event which must be paid within 30 days of the date of invoice.
- 2.5 Without prejudice to any other rights and remedies available to the Club, if a Purchaser fails to pay any Fees or Additional Fees due in relation to a Daylet Package, the Club may refer such default to its nominated debt collection agency which may result in the Purchaser incurring an administration fee to cover to costs of collection of the outstanding Fees or Additional Fees. The Club also reserves the right to refuse to sell any other Hospitality Package to the relevant Purchaser until all Fees and Additional Fees owing have been paid in full.

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

3 Daylet Package

- 3.1 The purchase of a Daylet Package shall entitle the Purchaser and their Guests to the benefits as agreed between the Purchaser and the Club at the time of booking.
- 3.2 Additional benefits relating to Daylet Packages are available for purchase at an additional fee.

4 Additional Terms

- 4.1 Any Purchaser who wishes to buy a Daylet Package for the home Premier League Match between the Team and Manchester United played at the Ground during the Season (the “**MUFC Match**”) must also purchase an additional equivalent Daylet Package for use at a category C or D Match at the Ground during the Season at the same time as purchasing a Daylet Package for the MUFC Match. No refunds shall be available in respect of the additional Daylet Package in the event that the MUFC Match is played first.
- 4.2 Purchasers of Daylet Packages who wish to cancel their booking in respect of a particular Match or Event may transfer their Daylet Package to a different Match or a different date for the same Event, subject to availability and the Club otherwise being able to accommodate such a request.

Manchester City Football Club
Hospitality Terms and Conditions 2013/14

Section 5 – Box T&Cs

These Box T&Cs are subject to the General T&Cs set out above (and the Seasonal T&Cs or Daylet T&Cs as applicable), and the same definitions will apply. By hiring a Box, the Purchaser acknowledges that he has read, understood and agrees to be bound by the relevant sections of the Hospitality T&Cs including these Box T&Cs.

1. Rules of hire

- 1 Purchasers may hire the use of a Box on a seasonal or one-off basis. In addition to these Box T&Cs, Seasonal Box hire shall be subject to the Seasonal T&Cs and single use Box hire shall be subject to the Daylet T&Cs.
- 2 Boxes may be hired for the use of up to 8, 10 or 20 people (subject to availability). If a Purchaser's party numbers fewer than the maximum number applicable to the relevant Box to be used by that Purchaser, that Purchaser and their Guests may be required to share the relevant Box with members of another hospitality party.
- 3 All Purchasers who wish to hire a Box on a Seasonal Package must agree to and sign a licence.

2. Box package

- 2.1 The hire of a Box shall entitle the Purchaser and their Guests to the benefits as agreed between the Purchaser and the Club at the time of booking.
- 2.2 Additional benefits relating to Boxes are available for purchase at an additional fee.

Section 6 – Away Hospitality T&Cs

1 Eligibility

- 1.1 All supporters of the Club who are aged 18 and over are entitled to apply to purchase Away Packages. All Away Packages are sold subject to these Away Hospitality T&Cs, the General T&Cs and any Away Ground Terms.
- 1.2 All Away Packages are sold on a first-come first-served basis.
- 1.3 The Club reserves the right to amend from time to time the process by which Away Packages shall be allocated and sold and the possession of a Seasonal Package, Daylet Package or Superbia, Platinum, Gold or Blue Club membership does not guarantee that any individual shall be able to purchase an Away Package.

2 Away Ground Terms

- 2.1 The availability of Away Packages is subject to any applicable Away Ground Terms. If a Purchaser or any of their Guests commit a breach of any Away Ground Terms, it shall be deemed to be a breach of these Hospitality T&Cs. The Club shall not be liable to any Purchaser or Guest for any failure to supply any Tickets under any Away Package if it is prevented from doing so by reason of the Away Ground Terms or as a result of any Purchaser or their Guest breaching the Away Ground Terms.
- 2.2 The Club is not responsible for any issues relating to access and safety at any Away Ground.

3 Payment and cancellation

- 3.1 The Club acts as agent on behalf of the away club and / or relevant competition organiser or governing body when supplying Away Packages.
- 3.2 In the event that any Away Match is cancelled, rearranged or postponed or any Purchaser wishes to cancel their Away Package, Purchasers should contact the away club and / or relevant competition organiser or governing body and consult any Away Ground Terms for details of the applicable cancellation and refund policy.

4 Further conditions

- 4.1 Purchasers of Away Packages and their Guests are solely responsible for obtaining any and all necessary consents, visas or permits required for that Purchaser and their Guests to attend any Away Match.
- 4.2 Purchasers of Away Packages and their Guests are solely responsible for obtaining travel insurance in relation to any Away Package purchased.
- 4.3 Any Purchaser who wishes to buy an Away Package for the Premier League Away Match between the Team and Manchester United during the Season (the “**MUFC Away Match**”) must also purchase an additional Away Package for use during the Season at the same time as purchasing an Away Package for the MUFC Away Match. No refunds shall be available in respect of the additional Away Package in the event that the MUFC Away Match is played first.
- 4.4 Purchaser of Away Packages and their Guests acknowledge and agree to the following additional terms, breach of which shall constitute a breach of these Hospitality T&Cs:

Manchester City Football Club

Hospitality Terms and Conditions 2013/14

- a) All travel arrangements used under any Away Package are subject to the travel provider's terms of carriage and the Club excludes all liability of the Purchaser or their Guests relating to any travel arrangements provided under an Away Package;
- b) Smoking, the consumption of alcohol and hot food are not permitted on any coach provided to transport Purchasers and their Guests to any venue under an Away Package; and
- c) Purchasers shall be advised of the relevant departure time relating to any travel arrangements provided under an Away Package at the time of booking. No refund or alternative transport shall be provided if a Purchaser or any of their Guests fail to arrive at the specified pick-up point at the relevant time. Requests for additional pick-up points other than those specified shall not be accommodated.