

Nottingham Forest Football Club

Hospitality Terms and Conditions 2018/19 Season

These terms and conditions (“Conditions”) and any documents referred to in these Conditions apply to all Bookings for Hospitality Packages with Nottingham Forest Football Club Limited (“NFFC”). By making a Booking with NFFC for a Hospitality Package, you acknowledge and agree that you shall be bound by these Conditions.

1. Definitions and Interpretation

1.1. In these Conditions, the following terms shall have the following meanings:

“**Agreement**” means these Conditions, the Confirmation, the Ticket Terms and Conditions, the Terms and conditions of entry and any other documents referred to herein;

“**Booking**” means your order for a Hospitality Package with NFFC;

“**Conditions**” means these terms and conditions;

“**Confirmation**” means the letter of agreement from NFFC to you confirming your Booking;

“**Credit Facility**” means any credit facility provided to you by way of a regulated loan from Zebra Finance Limited used by you in order to fund the payment of the price of your Hospitality Package;

“**EFL**” means the Football League Limited;

“**Ground**” means The City Ground, Pavilion Road, Nottingham, Nottinghamshire NG2 5FJ and all locations owned, occupied or utilised by NFFC;

“**Ground Regulations**” means NFFC’s ground regulations as issued by NFFC 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 upon request;

“**Guest**” means a person who has been granted use of a Ticket and/or part of a Hospitality Package by you, being someone who would be eligible to purchase that Ticket or Hospitality Package himself/herself under these Conditions;

“**Hospitality Package**” means the hospitality package for the Match(es) set out in the Confirmation comprising either a Seasonal Hospitality Package or a Matchday Hospitality Package;

“**Hospitality Package Price**” means the total price for the Hospitality Package as set out in the Confirmation, plus VAT;

“**League**” means the league (operated by either the EFL or the Premier League) that NFFC competes in during the Season;

“**Match**” means a League football match, League Cup match, FA Cup match, Youth Team match or any friendly match in which NFFC participates and that takes place at the Ground during the 2018/19 Season, as designated upon the Ticket to which these Conditions apply and as specified in the Confirmation (and ‘Matches’ will be interpreted accordingly);

“**Matchday Hospitality Package**” means a package for hospitality in a Suite for a particular Match;

“**Rules**” means each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League and EFL;

“**Next Season**” means the football season of the League which will immediately follow the season of the League that NFFC is competing in at that time;

“**Season**” means the 2018/19 football season (and each subsequent football League season during which this Agreement renews);

“**Seasonal Hospitality Package**” means a package for hospitality in a Suite for the Season as mentioned in respect of all of the League Matches only played by NFFC at the Ground;

“**Seasoncard**” means the plastic card embedded with a chip which uses radio frequency technology to grant the holder access to the Ground for the Seasonal Hospitality Package. This is issued subject to such of the Rules as may be relevant to the competition in question, these Conditions and the Ground Regulations. The Seasoncard will remain the property of NFFC at all times and as such must be produced if requested by any official, steward, employee of NFFC or any police officer. NFFC reserves the right to retain the Seasoncard at any time;

“**Suite**” means the hospitality suite or executive box at the Ground whereby the Hospitality Package takes place, as set out in the Confirmation or as amended from time to time in accordance with clause 7;

“**Terms and conditions of entry**” means collectively the Rules, the Ground Regulations and the

Conditions;

"Ticket" means a printed barcoded paper ticket or any other form of ticket (and/or any rights arising out of or in connection with any of the foregoing) which will grant access to the Ground for a Match (this is an alternative to the Seasoncard as a form of entry to the Ground, and is used by supporters not in possession of a Seasoncard);

"Ticket Terms and Conditions" means NFFC's ticket terms and conditions, a copy of which can be found at: www.nottinghamforest.co.uk or is available upon request; and

"Visiting Club" means the football club playing against NFFC in any Match.

In these Conditions: (i) headings are for identification and indexing purposes only and they shall not affect the construction or interpretation of these Conditions; (ii) words importing the singular shall include the plural and vice versa; (iii) references to a "person" shall include natural persons, corporate or unincorporated bodies (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns; (iv) references to a "party" shall mean either NFFC or you as the context requires and "parties" shall mean both of them; and (v) the word "including" will be construed without limitation unless inconsistent with the context.

2. The Contract

2.1. The Agreement is made between NFFC and you on the Conditions set out here in.

2.2. Hospitality Packages are subject to availability and Bookings cannot be confirmed by NFFC or reserved until:

2.2.1. in respect of Matchday Hospitality Packages payment of the Hospitality Package Price has been received in full from you in accordance with Clause 3.8; or

2.2.2. in respect of Seasonal Hospitality Packages, payment is received from you in accordance with clause 3.5.

Only upon receipt of Confirmation from NFFC shall there be a binding contract.

2.3. By making a Booking, you shall be deemed to have accepted these Conditions which shall govern the provision of the Hospitality Package to you to the exclusion of, and will prevail over, any other terms and conditions (including any terms and conditions that you may seek to impose on NFFC). If there is any inconsistency between any of the provisions of these Conditions and the provisions of any other of NFFC's rules, terms and conditions or regulations, the provisions of these Conditions shall prevail.

2.4. You must ensure that all information set out in the Confirmation is full and accurate in all respects and must immediately notify NFFC of any errors or omissions.

3. Prices and Payment Terms

Seasonal Hospitality Packages:

3.1. Where the Hospitality Package is a Seasonal Hospitality Package, payment of the Hospitality Package Price must be made in accordance with the terms of the Confirmation either as:

3.1.1. an upfront payment; or

3.1.2. in upfront instalments on the dates and in the amounts detailed in the Confirmation, which option shall only be available with the consent of NFFC and in respect of payments for executive boxes only; or

3.1.3. NFFC can make introductions to Zebra Finance Limited should you wish to use a Credit Facility to fund the purchase of your Seasonal Hospitality Package.

3.2. The purchase of your Seasonal Hospitality Package shall not be complete until such time as the full amount of the Hospitality Package Price is received from you or the date of signing any Credit Facility that you might have entered into, whichever is the earliest

3.3. From time to time NFFC may require deposits to be payable, however in no circumstances will a deposit guarantee a Booking until:

- 3.3.1. in respect of Matchday Hospitality Packages payment of the Hospitality Package Price has been received in full from you in accordance with Clause 3.8; or
- 3.3.2. in respect of Seasonal Hospitality Packages, payment is received from you in accordance with clause 3.5.
- 3.4. You shall not be able to make use of any Seasonal Hospitality Package whilst the Hospitality Package Price or any instalment thereof, or any repayment instalment under your Credit Facility is not paid in accordance with the agreed payment terms by the due date for payment. NFFC reserves the right to refuse entry to the Ground where you have an outstanding debt to NFFC or to Zebra Finance Limited under the terms of your Credit Facility. You shall be able to recommence making use of any Seasonal Hospitality Package once any arrears of payment to NFFC or Zebra Finance Limited have been cleared.
- 3.5. In respect of Seasonal Hospitality Packages, full payment (including circumstances whereby payment is made by way of the Credit Facility) or the first instalment must be paid on or before the final date for payment stated in the Confirmation. Failure by you to pay either the full or first instalment payment by the final date for payment stated in the Confirmation will result in the reserved Seasonal Hospitality Package being cancelled in full by NFFC.
- 3.6. In the event of any failure to pay any instalment of the Hospitality Package Price, or any repayment instalment under your Credit Facility, NFFC shall be entitled to: (i) suspend your use of the Seasonal Hospitality Package until such payment is received by either NFFC or Zebra Finance Limited (as appropriate) in full; (ii) in respect of sums owed to NFFC (as opposed to Zebra Finance Limited) charge you interest on all overdue amounts (accruing on a daily basis from the date for payment until the date of actual payment) calculated at a rate of 2% per year above the Bank of England base rate which is current at the date the payment became overdue; and/or (iii) should you remain in arrears of the Hospitality Package Price for more than thirty (30) days, terminate your Seasonal Hospitality Package and make the Seasonal Hospitality Package available to other persons. NFFC shall have no liability to you for any failure by you to make use of any Seasonal Hospitality Package at a Match or any Matches due to the late payment of any sum by you. In the event that NFFC terminates the Booking and resells the Seasonal Hospitality Package for any remaining Matches, you shall remain liable to NFFC or Zebra Finance Limited (as appropriate) for the full Hospitality Package Price or full amount under your Credit Facility (it being acknowledged and agreed that in these circumstances NFFC will have incurred substantial time and effort in reselling the Seasonal Hospitality Package for the remaining Match(es) and may not be able to recover the full amount for such Match(es)).
- 3.7. NFFC will charge you £20 to replace any lost, damaged or stolen Seasoncard. Should you lose or damage your Seasoncard or should it be stolen, you should contact NFFC's Commercial Team immediately.

Matchday Hospitality Packages:

- 3.8. Where the Hospitality Package is a Matchday Hospitality Package, the Hospitality Package Price must be paid upfront in full. Until payment is made for a Matchday Hospitality Package, the Matchday Hospitality Package will not be reserved or guaranteed to you and will be available to other persons to purchase.
- 3.9. If you wish to make a Booking of a Matchday Hospitality Package within fourteen (14) days of the Match date then payment must be made in full by either credit/debit card payments or CHAPS so that NFFC is in receipt of cleared funds before the Match takes place.
- 3.10. If the Hospitality Package Price for a Matchday Hospitality Package is not received in full cleared funds by NFFC before the day of the Match, you shall not be able to make use of the Matchday Hospitality Package and NFFC shall have no liability to you for any failure by NFFC to allow you to make use of any Matchday Hospitality Package in accordance with this clause 3.10.

3.11. Tickets for the Match supplied as part of the Hospitality Package shall not be sent to you until the total Hospitality Package Price and any other amounts due under the Agreement at the date of the Match (plus VAT) has been received in full and cleared funds by NFFC.

General:

3.12. All invoices issued by NFFC must be paid within fourteen (14) days of the invoice date and payment can be made by cheque, BACS, CHAPS, cash or credit/debit card (other than American Express), provided that cheque payments will only be accepted no later than fourteen (14) days before the applicable Match which is the subject of the Booking.

3.13. All Hospitality Package Prices quoted are exclusive of VAT which shall be payable by you to NFFC at the rate(s) applicable under English law and prevailing at the date of Booking.

3.14. Personal Data that is collected from or about you and/or your Guests will be processed by and on behalf of NFFC, in accordance with NFFC's Privacy Policy (a copy of which is available upon request).

3.15. NFFC may share information regarding you and/or your Guests with the police in order to prevent and reduce crime and/or to assist the police in investigating and/or prosecuting offenders or suspected offenders.

4. Cancellations and amendments by you

4.1. Alterations of Bookings will only be accepted at the sole discretion of NFFC and subject to any applicable adjustment to the Hospitality Package Price.

4.2. Subject to clause 4.5, once a Booking is made, you will have 14 days to cancel your Booking. You must inform NFFC of your decision to cancel within this 14 day period. If you cancel your Booking within this period, you will be refunded any amount of the Hospitality Package Price that you have paid.

4.3. Subject to clause 4.2, once a Booking is made, you will not be able to cancel the Booking unless agreed by NFFC (such agreement to be in NFFC's sole discretion and in exceptional circumstances only). In the event NFFC does agree to cancellation by you, the following terms and cancellation charges will apply:

4.3.1. Cancellation by you will only be valid if made in writing and will be effective from the date the notice is received in the office of NFFC;

4.3.2. In respect of Matchday Hospitality Packages:

- (i) If you cancel a Booking up to and including fourteen (14) days before the Match, NFFC shall be entitled to retain 20% of the Hospitality Package Price (plus VAT); and
- (ii) If you cancel a booking within fourteen (14) days of the relevant Match, NFFC shall be entitled to retain 100% of the Hospitality Package Price (plus VAT).

4.3.3 In respect of Seasonal Hospitality Packages:

- (i) If you cancel a Booking up to and including fourteen (14) days before the first Match of the Season in question, NFFC shall be entitled to retain 50% of the Hospitality Package Price (plus VAT);
- (ii) If you cancel a booking any time after fourteen (14) days before the first Match of the Season in question, NFFC shall be entitled to retain 100% of the Hospitality Package Price (plus VAT).

4.4. The cancellation charges set out in this clause 4 represent liquidated damages to compensate NFFC for all losses incurred as a result of such cancellation and the parties acknowledge that they comprise

reasonable pre-estimates of NFFC's actual loss. Insofar as not already received, payments are due within fourteen (14) days of cancellation.

4.5. Should you purchase a Hospitality Package such that:

4.5.1. in respect of Matchday Hospitality Packages, your purchase is made within 14 days of the Match in question, you shall lose your right to cancel your Booking in accordance with clause 4.2 with effect from the day of the Match in question; or

4.5.2. in respect of Seasonal Hospitality Packages, your purchase is made within 14 days of the first Match of the Season, you shall lose your right to cancel your Booking in accordance with clause 4.2 with effect from the day of the first Match of the Season in question.

5. Rescheduled or cancelled Matches

5.1. No guarantees can be given by NFFC that any Match will take place at a particular time or on a particular date. NFFC shall not be liable for any loss, damage or expense (including any indirect or consequential loss or damage, loss of enjoyment or travel costs), arising out of or in connection with a Match being cancelled, postponed, curtailed, abandoned or subject to a change of schedule for any reason whatsoever, including due to rescheduling of fixtures, the Rules, weather, government action, strike, civil commotion, national disaster, for health and safety reasons or otherwise due to circumstances beyond the reasonable control of NFFC.

5.2. In the event that any Match is cancelled, postponed or rescheduled, or NFFC cannot provide the Hospitality Package to you for any reason, NFFC agrees to offer you either: (i) the option of an equivalent hospitality package to the Hospitality Package at the rescheduled Match fixture (or should the Match not be rescheduled, for another Match of similar fixture grading); or (ii) a full refund of all and any payment made by you in respect of such cancelled or postponed Match only in circumstances where there is no alternative package available, or where such alternative package is unacceptable for reasonable causes, provided that you give written notice to NFFC to this effect within 48 hours of notification of the alternative package proposed. You accept that either an alternative package or repayment shall be in full and final settlement of all claims in respect of the cancelled Booking; NFFC shall have no further liability in this respect.

5.3. NFFC will make every effort to contact you in the event that a Match is cancelled, postponed or rescheduled and advise of the date change and available options. It is your responsibility to advise NFFC if the rescheduled fixture date is now unsuitable by the deadline given in the communication. Failure by you to contact NFFC within the appropriate time period will result in the Booking being maintained and no refund/ amendment offered, regardless as to whether receipt of the communication was acknowledged by you.

5.4. Save as set out in this clause 5, no refunds will be made in respect of Matches not attended, postponed, abandoned, delayed or rescheduled to accommodate live television coverage or for any other reason, or in any circumstance where NFFC has cancelled a Hospitality Package or Ticket as a result your conduct or otherwise for a breach of the Agreement.

6. Liability

6.1. Subject to clause 6.6, NFFC shall not be liable for: (i) any loss suffered by you or your Guest(s) as a result of the exercise by NFFC of any of its rights under these Conditions; (ii) any loss, damage or injury to you or your Guests including any property belonging to you or your Guests in or around the Ground (including its approaches and car park) however caused; (iii) any indirect, incidental, special or consequential liability; (iv) any loss of profits, loss of use, loss of opportunity or loss of or damage to goodwill; (v) any losses arising from any interruptions and/or restrictions to the view of or enjoyment of a Match unless caused by the actions of NFFC; or (vi) any loss incurred arising out of or in connection with any cancelled, postponed or abandoned Match or any rearranged fixture.

- 6.2. Subject to clause 6.6, NFFC's total aggregate liability to you and/or your Guests arising out of or in connection with the Agreement shall not exceed a sum equivalent to the Hospitality Package Price.
- 6.3. No liability is accepted by NFFC for any acts or omissions on the part of any of its suppliers, subcontractors or agents, except to the extent where NFFC has direct control over such supplier, subcontractor or agent, and whose own conditions of trading shall be deemed to be accepted by you.
- 6.4. You shall indemnify NFFC from and against all claims, costs demands, fines and expenses including legal fees which arise as a result of any actions or omissions of you or any of your Guests in breach of the Agreement including, without limitation, in respect of any damage to the Ground caused by you or your Guests.
- 6.5. NFFC has no responsibility for any property or personal effects of you or your Guests whilst at the Ground.
- 6.6. Nothing in these Conditions shall limit or exclude NFFC'S liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded under applicable law.

7. Advertised Hospitality Packages

- 7.1. Whilst every reasonable effort will be made to ensure Hospitality Packages are provided as advertised, NFFC reserves the right to change the Hospitality Package (including but not limited to, timings and catering options), and arrangements, as long as in the reasonable opinion of NFFC, it does not materially change the substance of the Hospitality Package.
- 7.2. You are purchasing the Hospitality Package and not the Suite or Executive Box therefore the location of the Hospitality Package is subject to change upon notice. NFFC reserves the right to relocate you and/or your Guest(s) to any other seat in the Ground at any time. Car Parking is subject to availability and will only be included as part of the Hospitality Package if specifically set out in the Confirmation or as otherwise allocated at NFFC'S discretion from time to time.
- 7.3. For certain non-League Matches, in order to comply with competition regulations and/or in accordance with the provision of our existing safety certificate it may not be possible for NFFC to offer you the opportunity of purchasing your Ground seat (should you have a Seasonal Hospitality Package). In this eventuality, NFFC will endeavour to offer you the nearest seat (subject to availability).
- 7.4. Unless expressly stated that food and beverage is included as part of the Hospitality Package Price, you and your Guest(s) shall be responsible for purchasing your own food and beverages whilst at the Ground.

8. Ticket Conditions

- 8.1. Tickets, Seasoncards and Hospitality Packages are issued subject to the Ticket Terms and Conditions, the Terms and conditions of entry and the Ground Regulations, all of which you agree to abide by as well as all other rules and conditions imposed by NFFC from time to time, relating to any Match and the Ground including, without limitation, any and all conditions of sale applicable to Tickets for the Match, and any other rules relating to attendance of the Match.
- 8.2. In respect of Matchday Hospitality Packages your Ticket permits you access to the Ground for the duration of the Match in question and gives you the right to sit in the seat detailed on the Ticket during such Match, subject to these terms and Conditions.
- 8.3. In respect of Seasonal Hospitality Packages (subject to clause 8.4) your Seasoncard permits you access to the Ground for the duration of each Match during the Season and gives you the right to sit in the seat detailed on the Seasoncard during each such Match, subject to these terms and Conditions.

- 8.4.** In respect of Seasonal Hospitality Packages your Seasoncard does not grant you access to cup fixtures, friendlies or youth team fixtures played at the Ground. Seasonal Hospitality Package holders are granted an exclusive period to purchase a seat in respect of each such fixture played at the Ground. If you have not purchased a ticket for such fixture before the expiry of the exclusive period, NFFC cannot guarantee you a ticket for such fixture.
- 8.5.** NFFC reserves the right to relocate your Ticket, Seasoncard or Hospitality Package to any other seat in the Ground, so long as that seat is not located in a lower price category area. NFFC may take the decision to relocate your seat in its reasonable discretion, but reasons for such relocation may include the need to undertake construction or maintenance work at the Ground or the need to relocate you for reasons relating to your safety or the safety of others
- 8.6.** The Hospitality Package and/or Ticket is issued for your use and the use of your Guest(s) and you shall not sell, assign or transfer and shall ensure that your Guest(s) shall not sell, assign or transfer the same or the benefit of it to any other person without the prior written consent of NFFC. References in these Conditions to selling a Hospitality Package and/or Ticket includes offering to sell a Hospitality Package and/or Ticket (including, without limitation, via any online auction website), exposing a Hospitality Package and/or Ticket for sale, making a Hospitality Package and/or Ticket available for sale by another person and/or advertising that a Hospitality Package and/or Ticket is available for purchase. For the avoidance of doubt (and by way of example only) the Hospitality Package and/or Ticket may not be offered as a prize in any promotion or competition, transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy some other goods or services, or used for any other commercial purpose (all save as expressly authorised by the League, and/or NFFC).
- 8.7.** The unauthorised sale or disposal of a Hospitality Package and/or Ticket 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. NFFC will inform the police in the event it becomes aware that a Hospitality Package and/or Ticket has been sold illegally and will press for charges to be brought against those breaking the law. If you are convicted of a ticket touting offence, or NFFC reasonably suspects you have committed such an offence, NFFC will notify the League who may in turn notify other clubs and/or the relevant law enforcement authorities. The information that NFFC shares may include yours and your Guests' personal data, information about the offence and about ticket purchases (including payment details). NFFC will use this to identify and prevent ticket touting offences and disorder at matches.
- 8.8.** Hospitality Packages and/or Tickets shall not be resold or transferred save as set out in these Conditions and shall not be purchased or obtained from or through any commercial agent or company or otherwise than directly from NFFC or an official agent. Any Hospitality Packages and/or Tickets obtained in breach of these Conditions shall be void and all rights conferred or evidenced by such Tickets shall be nullified. Any person seeking to use a Hospitality Package and/or Ticket in breach of these Conditions in order to gain or provide entry to or remain at any Match may be refused admission to or be ejected from the Ground and may be subject to legal action.
- 8.9.** The use of a Ticket by any Guest will be subject to these Conditions and the Ground Regulations which will apply to and bind that Guest as if they were the original purchaser of the Ticket. You must inform the Guest of this and NFFC may hold you responsible if you do not. References in these Conditions to 'you' will be construed as including any Guest, if applicable. You must provide the name and address of Guest(s) when asked to do so by any official, steward or employee of NFFC or any police officer.
- 8.10.** The Tickets supplied as part of the Hospitality Packages shall at all times remain the property of NFFC.
- 8.11.** As a condition of admission, you and your Guests will be subject to the Ground Regulations in force at the time of booking and as amended from time to time. Your attention is drawn in particular to the following Ground Regulations:

- **Regulation 1:** NFFC reserves absolutely the right to eject from the Ground any person failing to comply with any of the Ground Regulations or whose presence within the Ground is, or could, reasonably be constructed as constituting a source of danger, nuisance or annoyance to any other person.

- **Regulation 9:** The use of threatening behaviour, foul or abusive language is strictly forbidden and will result in arrest and/or ejection from the Ground.

- **Regulation 17:** Under the Sporting Events (Control of Alcohol etc) Act 1985, the following are offences for which a person can be arrested by a police officer and conviction could result in a Banning Order being made: **17.1** Attempting to enter the Ground or being inside the Ground whilst drunk; and **17.2** Being in possession of any intoxicating liquor, bottle, can or any other portable container which could cause damage or personal injury when entering the Ground or in a public area of the Ground from which the event can be directly viewed.

8.12. No food or drink is permitted to be brought into the Ground by you or any of your Guests.

8.13. Save only as set out in the Ground Regulations, no person may bring into the Ground or use within the Ground any equipment which is capable of recording or transmitting (by digital or any other means) any audio, visual or audio-visual material or any information or data in relation to a Match or the Ground.

8.14. Mobile telephones are permitted within the Ground provided they are used purely for the purpose of transmission and/or reception of voice data only and not being used to provide commentary of the Match in progress.

8.15. CCTV is employed and operated within the Ground and its Hospitality Suites for the purpose of control and safety of spectators. Where necessary, recorded images may be used as evidence.

8.16. You acknowledge that photographers will be present at various Matches throughout the Season and some crowd photographs may be used for media purposes. You hereby acknowledge that your image may be used in this manner.

9. Guests

9.1. Any breach of the Agreement by any of your Guests shall be deemed to be a breach of the Agreement by you.

9.2. You shall be responsible for your compliance and observance (and that of any Guest) with the Agreement. Any act or omission by a Guest shall be deemed to be your act or omission. Misconduct by you or your Guest(s) and/or failure to adhere to the Agreement or you or your Guest(s) acting in a manner which NFFC considers is detrimental to its interests or is likely in the reasonable opinion of NFFC, to bring football or NFFC into disrepute, shall permit NFFC to confiscate or forfeit (in each case without compensation) their Tickets and/or ban you and/or your Guest(s) from attending future Matches or other events at the Ground for such period of time as NFFC deems appropriate.

9.3. In the event that you or a Guest is in breach of the Agreement, NFFC reserves its right to take one or more of the following steps which it in its absolute discretion deems appropriate: (i) evict the person from the Ground; (ii) withdraw and cancel any Ticket or Hospitality Package; (iii) issue limited or lifetime bans; (iv) report the matter to the League who in turn may notify other clubs and/or the UK Football Policing Unit; (v) report the matter directly to the police; and/or (vi) take legal action. In any of these circumstances, no refund of all or any part of the Hospitality Package Price will be paid by NFFC. You also acknowledge that you may face action from the police in the event of certain of these breaches which may, among other things, render you liable to a fixed penalty fine and/or criminal prosecution.

10. Etiquette & Conduct

- 10.1.** Whilst NFFC accepts that some of your Guests may favour the Visiting Club, the corporate seats available to you as part of the Hospitality Package are within the home supporters' area in the Ground.
- 10.2.** You shall be responsible for ensuring the good and orderly behaviour of all of your Guests whilst at the Ground and during the Match. If any person within your party behaves in a loud, disorderly, unruly or abusive manner or draws attention to themselves in their viewing seats, then you, immediately after being asked to do so by a representative of NFFC, shall procure that your Guest(s) shall leave the Ground.
- 10.3.** NFFC reserves the right to exclude or eject any person from the Ground if, in its reasonable opinion, their behaviour is likely to cause distress, damage or annoyance to other persons or property. NFFC shall not compensate any person in any way in respect of such removal or requirement to leave the Ground.
- 10.4.** NFFC reserves the right to charge you the cost of rectifying damage caused by the deliberate, negligent or reckless act of you and/or your Guest(s) to any Suite, the Ground or NFFC'S property. Should this damage come to light after you and/or your Guest(s) has departed, NFFC reserves the right to make a charge to your credit/debit card, or invoice you for the same.
- 10.5.** You and all your Guests must adhere to the advertised dress code of the Hospitality Package purchased. NFFC reserves the right to refuse admission to any person wearing inappropriate items of clothing and/or footwear or to require any such person to leave the Ground. NFFC shall not compensate any person in any way in respect of such refusal or requirement to leave the Ground or Suite.
- 10.6.** Your right to use any Suite or hospitality area at the Ground will be solely for the time period informed to you by NFFC. You shall be responsible for ensuring that all of your Guests vacate the Suite or hospitality area and the Ground by the time stipulated by NFFC.

11. Use of Marks

- 11.1.** You may not use any intellectual property, trademarks, names (including nicknames) or logos of NFFC or any of its associated group companies, or images of the Ground or NFFC's players, or claim any association with NFFC without NFFC'S prior written consent.
- 11.2.** Save for official NFFC merchandise and/or other football related clothing worn in good faith (subject always to the dress codes applicable to the Hospitality Package), you shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.

12. Duration of Agreement and Renewal

12.1 If you are purchasing a Matchday Hospitality Package, this Agreement will expire two hours after the final whistle of the Match in question.

12.2 If you are purchasing a Seasonal Hospitality Package and you pay for this other than by way of:

12.2.1 a Credit Facility; or

12.2.2 by direct debit or by credit or debit card payment,

this Agreement will expire two hours after the final whistle of the final Match of the Season.

12.3 If you have a Seasonal Hospitality Package and you pay for this by way of a Credit Facility or by direct debit, or by credit or debit card payment, your Seasonal Hospitality Package shall automatically renew (in accordance with the terms and conditions mentioned in clause 12.4) at the end of the Season (and at

the end of each subsequent Next Season) in respect of the forthcoming Next Season unless you shall have cancelled your Seasonal Hospitality Package in accordance with clause 12.4.

12.4 At the time that NFFC goes on sale with Seasonal Hospitality Packages in respect of the Next Season, it shall write to you confirming the price and the terms and conditions relating to your Seasonal Hospitality Package in respect of that Next Season.

12.4.1 If you pay for your Seasonal Hospitality Package by way of direct debit, or by credit or debit card payment NFFC shall also confirm how you can cancel your Seasonal Hospitality Package and the deadline for doing so, if you do not want this to automatically renew. If you confirm to NFFC that you wish to cancel your Seasonal Hospitality Package, before the deadline for so doing, your Seasonal Hospitality Package will be cancelled in respect of the Next Season and you will not be charged; or

12.4.2 If you pay for your Seasonal Hospitality Package by way of a Credit Facility, Zebra Finance Limited shall write to you regarding the renewal of your Credit Facility, including the terms and conditions relating to that Credit Facility and the repayment terms, all as regards the funding of your Seasonal Hospitality Package in respect of the Next Season. Zebra Finance Limited shall provide you with a thirty day period to cancel your Credit Facility and the deadline for doing so, if you do not want this to automatically renew. If you confirm to Zebra Finance Limited that you wish to cancel your Credit Facility, before the deadline for so doing, your Seasonal Hospitality Package will be cancelled in respect of the Next Season and you will not be charged

12.5 If you do not confirm to:

12.5.1 NFFC that you wish to cancel your Seasonal Hospitality Package; or

12.5.2 Zebra Finance Limited that you wish to cancel your Credit Facility

(as appropriate), before the deadline for so doing, your Seasonal Hospitality Package and/or Credit Facility will be automatically renewed in respect of the Next Season and:

12.5.3 If you pay by debit or credit card, the full amount of the Hospitality Package Price will be taken from your debit or credit card on the date stated in the price confirmation sent to you in accordance with clause 12.4; or

12.5.4 If you pay by way of direct debit, the Hospitality Package Price will be taken from you by way of direct debit instalments on the dates and in the amounts stated in the price confirmation sent to you in accordance with clause 12.4;

12.5.5 If you pay by way of a Credit Facility you will become liable to repay Zebra Finance Limited in accordance with the terms of your Credit Facility.

12.6 All terms of this Agreement that by their nature are intended to survive termination or expiry of this Agreement, will survive the termination or expiry of this Agreement.

13. General

13.1. Should any part of the Agreement for any reason prove ineffective or unenforceable that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity of the remaining terms and conditions shall not be affected and shall be enforceable. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.2. No delay or omission on the part of either party in exercising any right, power or remedy provided by law shall impair such right, power or remedy, or operate as a waiver thereof.

- 13.3.** No alterations to the Agreement made between you and NFFC for the Booking, sale and use of any Hospitality Package(s), may be made except with the express written consent of both parties.
- 13.4.** NFFC shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Agreement to any third parties. You shall not assign, transfer or charge the benefits of the Hospitality Package(s) without the express written consent of NFFC.
- 13.5.** Except as expressly set out in these Conditions and with the exception of the Premier League, FIFA, UEFA and the EFL, nothing in these Conditions is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 13.6.** The Agreement and any disputes under it shall be governed and construed in accordance with the laws of England and Wales and each party shall irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.