

## MAN CITY TUNNEL CLUB – TERMS AND CONDITIONS 2021/22

### Contents

1. Introduction
  2. General Tunnel Club terms and conditions (“**General T&Cs**”)
  3. Seasonal Tunnel Club terms and conditions (“**Seasonal T&Cs**”)
- Appendix A – Tunnel Club ‘Cup Bundle’ terms and conditions (“**Cup Bundle T&Cs**”)

### Section 1 - Introduction

All purchases of The Tunnel Club packages are subject to the following:

- (i) the terms of the Booking Contract;
- (ii) the General T&Cs (set out in Section 2);
- (iii) the Seasonal T&Cs applicable to seasonal membership (set out in section 3); and
- (iv) the accompanying Cup Bundle T&Cs applicable to The Tunnel Club hospitality for single football matches and events (set out in section 3) (together, the “**Tunnel Club T&Cs**”).

In the event of conflict between the terms on a Booking Contract and the other terms and conditions set out above, the terms of the Booking Contract shall prevail.

### Section 2 – General T&Cs

#### 1. Definitions and interpretation

In these General T&Cs and throughout the Tunnel Club T&Cs, the following definitions apply:

**Booking Contract:** the booking contract signed between the Purchaser and the Club in accordance with clause 2.1 of Section 2;

**Club:** Manchester City Football Club Limited (company number 40946) whose registered address is at Etihad Stadium, Etihad Campus, Manchester, M11 3FF;

**Conditions of Entry:** the Rules, the Ground Regulations and any specific Covid-19 prevention measures implemented by the Club and/or the Premier League, the Football League, the Football Association, FIFA, UEFA and/or the UK Government (including but not limited to any Covid-19 code of conduct issued by the Club from time to time);

**Cup Match:** any football match played by the Team in the Football League Cup, FA Cup or the UEFA competitions;

**Deposit:** the deposit set out in the Booking Contract payable by the Purchaser to the Club in relation to a Tunnel Club Package;

**Disabled Supporter:** any supporter of the Club who has a physical or mental impairment that has a ‘substantial’ and ‘long-term’ negative effect on their ability to do normal daily activities;

**Event:** an event held at the Ground during the Season which is not a Match;

**Facilities:** The Tunnel Club and The Tunnel Club Premier;

**Fee(s):** any and all fees set out in the Booking Contract payable by a Purchaser to the Club in relation to a Tunnel Club Package and any fees or other monies due pursuant to these General T&Cs;

**Force Majeure Event:** 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:** the Etihad Stadium, Etihad Campus, Manchester, M11 3FF;

**Ground Regulations:** 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):** any person(s) whom the Purchaser is authorised to invite to attend the Ground under that Purchaser’s Tunnel Club Package;

**Match:** any home Premier League Match or Cup Match played by the Team;

**Multi-year Package:** a Seasonal Package for the number of consecutive Seasons set out in the Booking Contract;

**Official Guidelines:** the Government of the United Kingdom’s, or any applicable competent authority’s, guidelines and restrictions imposed or recommended from time to time;

**Payment Plan:** a Fee which the Club agrees, at its discretion, can be paid by the Purchaser by way of instalments as stated in the Booking Contract;

**Premier League Match:** any football match played by the Team in the Premier League;

**Purchaser:** the purchaser of a Tunnel Club Package;

## MAN CITY TUNNEL CLUB – TERMS AND CONDITIONS 2021/22

**Rules:** 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:** each season of the Term, commencing on 1 July and ending on 30 June of the following year;

**Seasonal Package:** The Tunnel Club membership for all Matches during a Season(s) and, where relevant, the Cup Bundle (as defined in Section 3, Appendix A). For the avoidance of doubt, this shall include The Tunnel Club membership for a single season and Multi-year Packages;

**Team:** the Club's men's first-team;

**Term:** the term of the Seasonal Package as specified on the Booking Contract;

**Ticket(s):** any mobile ticket, electronic card or other entry material such as a Print@Home or printed ticket which are provided by the Club to the Purchaser to enable the Purchaser to exercise the benefits of the relevant Tunnel Club Package; and

**Tunnel Club Package:** a Seasonal Package;

**Website:** the Club's website at <https://mancity.com/>.

### 2. Purchase and payment

- 2.1. A contract shall be created, upon the Purchaser and the Club signing the Booking Contract.
- 2.2. The purchase of a Tunnel Club Package grants the Purchaser and their Guests the right to use the Facilities as specified in the Booking Contract 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.
- 2.3. Tunnel Club 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 Tunnel Club Package.
- 2.4. Purchasers must pay the Deposit and Fees in accordance with the payment terms set out in the Booking Contract.
- 2.5. The Deposit and the Fees may be paid using any of the following payment methods:
  - (a) banker's draft (if payment is made more than 30 days before the relevant Match only);
  - (b) CHAPS transfer; or
  - (c) valid debit or credit card.
- 2.6. The Club reserves the right to charge administration fees on payments made using certain payment methods (for the avoidance of doubt, specifically including any payment made by American Express). 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.
- 2.7. The requirements under clauses 2.1 and 2.4 must be satisfied before any Tickets shall be released to the Purchaser.
- 2.8. Tickets will be electronic or print@home and shall be sent by email to Purchasers before the date for use or shall be made available for collection at the Ground (whichever is agreed between the parties). Purchasers must ensure the email address they provide is correct and the Club excludes all liability for any loss or expense suffered by Purchasers who do not receive their Ticket due to the wrong email address being provided.
- 2.9. In the event that a Purchaser fails to pay the Deposit or 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 Tunnel Club Package and/or refuse entry to the Ground to the relevant Purchaser and their Guests;
  - (b) restrict the Purchaser from renewing the Tunnel Club Package;
  - (c) prohibit the Purchaser from purchasing a Tunnel Club Package for any future Match;
  - (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.
- 2.10. Purchasers must be aged 18 or over at the time of purchase of a Tunnel Club Package.
- 2.11. Where a personal assistant is required to accompany a Disabled Supporter over the age of 14, the personal assistant of said supporter shall receive a seat free of charge (subject to availability and the provision of supporting medical evidence). All other elements of the Tunnel Club Package are to be paid at the full prevailing rate. Full details of the Club's policy in relation to personal assistants can be found in the Club's Disabled Supporters Ticketing Policy applicable to the Season.
- 2.12. The purchase of a Tunnel Club 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 Tunnel Club Package purchased.

### 3. Cancellation and withdrawal

- 3.1. Deposits are non-refundable and non-transferable.

## MAN CITY TUNNEL CLUB – TERMS AND CONDITIONS 2021/22

- 3.2. Unless otherwise stated in these Tunnel Club 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 Tunnel Club Package in whole or part and the Club shall be entitled to seek full payment in respect of all Tunnel Club Packages booked. Cancellation or part cancellation of a Tunnel Club Package booking by the Purchaser must be made in writing by letter to the Hospitality Department, Manchester City Football Club, Etihad Stadium, Etihad Campus, Manchester M11 3FF or by email to [hospitality@mancity.com](mailto:hospitality@mancity.com).
- 3.3. The cancellation rights granted to consumers pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to hospitality purchases. Consequently, consumers will not be able to cancel their hospitality purchases except in accordance with these terms or as otherwise permitted by law.
- 3.4. The Club reserves the right to cancel or suspend any Tunnel Club Package, in whole or part, at any time, if allowing the Purchaser (or any of their Guests) to use the Tunnel Club 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 Tunnel Club T&Cs. If a Tunnel Club Package is suspended or cancelled under this clause 3.4, 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 Tunnel Club T&Cs, the Rules and/or the Conditions of Entry.
- 3.5. Subject to clause 3.8, the Club may, in its sole discretion, resell any Tunnel Club 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).
- 3.6. 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).
- 3.7. If a Purchaser (or their Guest(s)) are no longer able to attend a Match due to experiencing Covid-19 symptoms (or being forced to isolate due to coming into contact with someone with Covid-19) and/or any specific Covid-19 prevention measures implemented by the Club, the Premier League, the Football League, the Football Association, FIFA, UEFA and/or the UK Government, the Purchaser must contact the Club as soon as possible (and in any event at least 48-hours before the scheduled kick off of a Match they are due to attend). Where a Purchaser cannot attend for this reason, and has provided sufficient notice to the Club along with any reasonably requested evidence, the Club will refund any purchased Tickets, into the bank account used to originally purchase the Tickets. Where Tickets are part of a Seasonal or Multi-Year Tunnel Club Package, Purchasers will be given a pro-rata refund.
- 3.8. The Club reserves the right to withdraw or amend any Tunnel Club Package in the event of any delays for any reason in the completion and/or availability of the Facilities or due to compliance with Official Guidelines. The Club may, in its sole discretion, allocate alternative seats, rooms, facilities or services to Purchasers. In the event of such a change, the Club shall endeavour to provide a suitable replacement of equal or greater value than the Tunnel Club Package purchased. Should the Club not be able to provide a suitable replacement, the Club shall provide the Purchaser with a pro-rata refund for the Match(es)/Event(s) that the Facilities are not available. In the event Government Guidelines prohibit players from walking through the Tunnel Club before a Match, Purchasers of Tunnel Club Packages shall not be entitled any refund.

#### **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 these Tunnel Club 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;
  - (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), illegal drugs, other dangerous or illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
  - (e) be (or appear to be) intoxicated;
  - (f) persistently stand in seating areas whilst a Match is in progress;
  - (g) throw any object within the Ground that may cause injury or damage to people or property;

## MAN CITY TUNNEL CLUB – TERMS AND CONDITIONS 2021/22

- (h) smoke in any part of the Ground (including the smoking of electronic cigarettes which is banned in the Ground) (the Club has a zero-tolerance policy in relation to this matter);
  - (i) bring into the Ground any luggage items larger than A4 size (larger items can be left at a nominated safe storage point before entering the Ground);
  - (j) sit in any other seat than that allocated to them on their Ticket;
  - (k) seek or attempt to enter the Ground where to do so would be non-compliant with the Club's Covid-19 prevention measures; or
  - (l) supply any misleading or incorrect information in any application.
- 4.3. The Purchaser and their Guests shall adhere to the Club's dress code relevant to the Tunnel Club Package, which is clearly outlined in confirmation emails and on the Club's Website. 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 clause 4.3 is complied with. For the avoidance of doubt, away colours are strictly prohibited.
- 4.4. Purchasers and their Guests are prohibited from bringing in to the Ground or consuming in the 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.
- 4.5. Children under the age of 18 are permitted within hospitality areas; however, they must be accompanied by a responsible adult at all times.
- 4.6. The Club reserves the right, in its absolute discretion, to suspend for a period of time determined by the Club or withdraw a Purchaser's/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; or
  - (c) fails to comply with any Covid-19 specific requirements implemented by the Club which the Club considers necessary or prudent to minimise the risk of transmission of Covid-19 or any other infection disease, including failure to comply with any Official Guidelines or social distancing requirements.
- 4.7. Purchasers are responsible for the behaviour of their Guests and may have their Tunnel Club 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 the 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. The Club is unable to give any guarantees that any particular Match or Event will take place at a particular time or on a particular date or that there will not be further restrictions imposed on the number of fans who are permitted at the Ground. The Club reserves the right to (i) reschedule or cancel any Match or Event and/or (ii) cancel a Ticket for a particular Match or Event due to compliance with Official Guidelines or other Conditions of Entry, without any liability whatsoever. Where reasonably practicable, the Club shall endeavour to publicise any fixture changes in advance via the Website and notify Purchasers of fixture changes via email. In the event of the postponement or abandonment of the Match or Event (or if the Match has to be played behind closed doors), the following options shall be available:
- (a) where a Match is rescheduled from a Saturday to a Sunday (or vice versa) on the same weekend, the Purchaser shall be entitled to attend the rescheduled Match. The Purchaser will not be able to cancel or otherwise change their Tunnel Club Package booking, without prior written approval from the Club, acting entirely in its own discretion on a case-by-case basis;
  - (b) where a Match or Event is rescheduled other than in accordance with clause 5.1(a), the Purchaser shall be entitled to: (i) attend the rescheduled Match; or (ii) inform the Club that they wish to cancel or otherwise change their Tunnel Club Package booking 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, and prior to such rearrange Match or Event;
  - (c) in the event that the Match is played behind closed doors and fans are not permitted to attend, the Purchaser shall, subject to clause 5.3, be entitled to request a refund for that specific Match;
  - (d) in the event the Official Guidelines change and as a result the Club needs to reduce the number of tickets available for a particular Match, the Club will seek to offer a Tunnel Club and/or hospitality ticket ballot for the Match and the Purchaser shall be entitled to: (i) enter for an opportunity to purchase a Ticket through the ballot (subject to availability, meeting the stipulated sales criteria on the Website and applicable ballot terms and conditions). Due to limited availability in this scenario, the Club may elect to implement specific

## MAN CITY TUNNEL CLUB – TERMS AND CONDITIONS 2021/22

sales criteria which may limit the Purchaser's eligibility to apply); or (ii) request a refund in accordance with clause 5.3, dependent on the type of Tunnel Club Package purchased.

- 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 Tunnel Club Package.
- 5.3. A refund pursuant to clause 5.1 will only be issued on the (i) cancellation of the Tunnel Club Package for the particular Match within the timeframe notified by the Club and (ii) satisfactory identification that the individual requesting the refund is the Purchaser. The final decision shall at all times belong to the Club.

### 6. Match/Event day

- 6.1. Where possible, Match/Event invitations detailing a full itinerary and Tickets will be emailed 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 Tunnel Club 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 up to a maximum of 1 hour after the Match/Event has finished for Tunnel Club Ground and for a maximum of 2 hours after the Match/Event has finished for Tunnel Club Premier.
- 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, Official Guidelines 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 Tunnel Club Package purchased.
- 6.7. If a Purchaser and their Guests number fewer than 10 people, they may be required to share a table with other Tunnel Club guests not in their party.
- 6.8. Subject to Official Guidelines, if a Purchaser and their Guests number more than 6 people and are from more than 2 different households, Purchasers and their Guests may not be able to share a table with each other.
- 6.9. Purchasers accept and acknowledge that seating allocation may be subject to social distancing or other Covid-19 prevention measures as determined by the Club from time to time. If you have purchased multiple seats and/or tables as part of your Tunnel Club Package and wish to invite Guests, you acknowledge and understand that Tickets may be allocated in single seats only in order to comply with social distancing measures and as such you may not be permitted to sit next to or immediately near anyone. Purchasers and any Guests agree to remain in their allocated seats and shall in no circumstances sit in any seat other than their allocated seat even if other seats appear empty.

### 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 Ticket is lost, stolen or has not been received. 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 Tunnel Club Packages for promotional, advertising or marketing purposes; offering the Tickets as a prize in any promotion, prize draw or competition; giving the Tickets to a third party who agrees to buy some other goods or services; or using for any other commercial purpose unless expressly authorised in writing by the Club, Premier League, Football Association, Football League, FIFA and/or UEFA as applicable.
- 7.4. Tunnel Club Packages are personal to Purchasers and Tickets are personal to Purchasers and their Guests. Tunnel Club 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 sole

## MAN CITY TUNNEL CLUB – TERMS AND CONDITIONS 2021/22

discretion of the Club. Such a transfer must be facilitated through the Club and 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 prohibited from transferring or subletting their Tunnel Club 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 Tunnel Club 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 and/or the Football Association. The Club reserves the right to suspend or withdraw with no refund any Tunnel Club 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 Tunnel Club 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 Tunnel Club Package for any future Matches/Events; and/or
  - (d) banning from the Ground/purchasing a Tunnel Club Package,and any Tickets belonging to such a person shall be null and void.

### 8. Car Parking

- 8.1. Any car parking permit provided in connection with a Tunnel Club Package is used by Purchasers and their Guests subject to the Club's Car Park T&Cs (available on the Website or on request). The Club shall (subject to availability) generally only make available one car parking space for every four Guests utilising a Tunnel Package.
- 8.2. Purchasers will be required to provide their full name and the car registration of the Vehicle that will be using the car park at the Match or Event. The car registration details will be input into a third party system to use ANPR on the day and by purchasing and using a car park permit, the Purchaser consents to the Club sharing their name and vehicle registration with third parties for such use.
- 8.3. Vehicles are parked at the permit 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 are personal to Purchasers and their Guests and cannot be sold, transferred or assigned without the permission of the Club.

### 9. Liability

- 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:
  - (a) any delays for any reason in the completion and availability of the Facilities;
  - (b) events or matters outside its control, including for the avoidance of any doubt a Force Majeure Event;
  - (c) the alteration of the dates and time of any Match/Event;
  - (d) the requirement to play Matches behind closed doors; and/or
  - (e) 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, documents or other materials dispatched by the Club to the Purchaser resulting from incomplete or inaccurate personal details or email address provided to the Club by the Purchaser. The Club's responsibility for any Tickets, documents or other materials ends from the moment they are distributed to the email address provided by the Purchaser.
- 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. 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's 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.
- 9.5. Nothing in these Tunnel Club T&Cs shall limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation.

## MAN CITY TUNNEL CLUB – TERMS AND CONDITIONS 2021/22

- 9.6. 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.
- 9.7. If, when attending an Event at the Ground, a Purchaser or Guest commits a breach of any of the Event organiser/promoter’s terms and conditions of sale, such breach shall be treated as a breach of these Tunnel Club T&Cs.
- 9.8. 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 Tunnel Club Package shall be collected, stored and used by the Club in accordance with the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and the Club’s Privacy Policy (available at <https://www.mancity.com/common/privacy>).
- 10.2. Where necessary, each individual agrees and consents to the Club retaining their personal details in accordance with the Government ‘NHS Track and Trace’ initiative. If, having attended a Match, a Purchaser or their Guest (including a personal assistant attending with a Disabled Supporter) contracts Covid-19, they must inform the Club as soon as practicable to assist in the NHS Track and Trace process and consent to the Club sharing their personal information with the NHS and alerting any other match attendees, Club officials or other applicable persons (including where necessary the Premier League, UEFA, the Football Association or other Premier League or football clubs) whom they might have come into contact with.
- 10.3. All persons who enter the Ground under a Tunnel Club 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, marketing or security purposes by the 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 Tunnel Club 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 Tunnel Club T&Cs if and to the extent that such a delay or failure is caused by a Force Majeure Event.

### **12. Indemnity and Costs**

- 12.1. The Purchaser shall indemnify, and keep indemnified, the Club against any losses (of whatever nature and however caused or incurred), damages, liability, costs (including legal fees) and expenses incurred by the Club as a result of or in connection with the Purchaser’s breach of any of the Purchaser’s obligations under the Tunnel Club T&Cs.
- 12.2. As a separate obligation to clause 12.1, the Purchaser shall pay to the Club on demand any costs (including legal fees) incurred by the Club to recover unpaid Fees.
- 12.3. The Purchaser and Guests shall, on a joint and several basis, indemnify and keep indemnified the Club against any losses (of whatever nature and however caused or incurred), damages, liability, costs (including legal fees) and expenses incurred by the Club as a result of or in connection with the 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**

Save as regards mobile telephones used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any audio, visual or audio-visual material or any information or data for any commercial purposes), 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 13 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 organiser 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 organiser (as applicable).

#### 14. General

- 14.1. In the event that any of these Tunnel Club T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Tunnel Club 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 Tunnel Club T&Cs from time to time. Up to date versions of the Tunnel Club T&Cs will be sent to the Purchaser by email.
- 14.3. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Tunnel Club T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 14.4. These Tunnel Club 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.
- 14.5. By signing the Booking Contract, Purchasers acknowledge that they have carefully read, understood and agree to adhere to and be bound by these Tunnel Club T&Cs.
- 14.6. Nothing in these Tunnel Club T&Cs shall give any person any automatic right of renewal or purchase in relation to any Tunnel Club Package for any subsequent Season or for any subsequent Event.
- 14.7. The Booking Contract including these Tunnel Club 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 Tunnel Club Packages.
- 14.8. The Club and its group companies shall be entitled to enforce these Tunnel Club 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 Tunnel Club T&Cs.

#### **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 they have read, understood and agree to be bound by the relevant sections of these Tunnel Club T&Cs.

##### **1. Eligibility**

- 1.1. As regards Seasonal Packages, the 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 of Section 2 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) The Tunnel Club Ground; and
  - (b) The Tunnel Club Premier.
- 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 following 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 following Season as that purchased by the Purchaser for the Season applicable to that Seasonal Package.

##### **2. Payment**

- 2.1. Any Deposits must be paid within 7 days of the Club handing or sending the fully signed Booking Contract to the Purchaser.
- 2.2. 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 handed or sent the Booking Contract to that Purchaser (unless agreed otherwise on the Booking Contract).
- 2.3. 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 Deposit and/or Fees required to secure the booking may only be paid by CHAPS transfer or valid debit or credit card.
- 2.4. Without prejudice to any other rights and remedies of the Club, if payment of the Deposit and/or 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.
- 2.5. 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 Tunnel Club Package ("**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.



## MAN CITY TUNNEL CLUB – TERMS AND CONDITIONS 2021/22

- 2.6. 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 the 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. **Payment Plan**
- 3.1. If the Fee is to be paid pursuant to a Payment Plan the Purchaser shall comply with the payment terms stated in the Booking Contract.
- 3.2. In the event that the Purchaser fails to pay any monies due pursuant to the payment terms in the Booking Contract, the Club may, at its discretion, demand payment in full of the Fee, less any monies paid pursuant to the Payment Plan.
4. **Seasonal Package**
- 4.1. The benefits described for the Seasonal Package at the time of booking are indicative only. The Club makes no representation, undertaking or warranty as to the benefits described and these are subject to change (either to include additional items or to remove existing content).
- 4.2. Additional benefits relating to Seasonal Packages are available for purchase at an additional fee.
5. **Multi-year Terms**
- 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 Tunnel Club T&C's, shall continue until expiry of the Term; and
- (b) the Fees for the Multi-year Package shall be paid by the Purchaser to the Club on or before the dates specified on the Booking Contract. 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 Booking Contract.
6. **Standard Away Ticket Requests**
- 6.1. 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, the Away Ticket Terms & Conditions and any Official Guidelines in place at the time.
- 6.2. All requests for standard away tickets must be made via the online form.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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 Package to check their payment card statement and online booking history for details of those matches for which payment has been successfully taken.
- 6.6. Each Purchaser must keep the Club informed of any changes relating to the payment card details provided under clause 6.3 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 they have read, understood and agree to be bound by the relevant sections of these Tunnel Club T&Cs (and any third party terms and conditions if applicable).

#### **1. Definitions**

In these Cup Bundle T&Cs, the following definition applies:

**Cup Bundle:** the bundle available for all Purchasers of Seasonal Packages consisting of the following: 3 European cup group stage Matches of the Team played at the Ground during the Season.

#### **2. Eligibility**

- 2.1. Purchasers of Seasonal Packages (for the avoidance of doubt, including Multi-Year Packages) may purchase the Cup Bundle (subject to availability, sold on a first-come first-served basis).

## MAN CITY TUNNEL CLUB – TERMS AND CONDITIONS 2021/22

- 2.2. The Cup Bundle is available at the prices published 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.
- 2.3. 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 cup competition. For the avoidance of doubt, Cup Bundles cannot be purchased after this time.

### 3. **Cup Bundle Specific Terms**

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 if:

- (a) the part of the Ground in which the Purchaser's Tunnel Club 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;
- (c) the relocation is necessary in order to comply with any requirements of the Rules or Conditions of Entry in respect of any Match played at the Ground;
- (d) to ensure social distancing can be maintained in accordance with Official Guidelines or to comply with any other measures which the Club considers necessary or prudent to minimise the risk of transmission of Covid-19 or any other infectious disease; or
- (e) the Club, the police or any other relevant authority consider that a relocation is necessary in the interests of safety or crowd control.

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