

## MATCHDAY HOSPITALITY

### TICKET CONDITIONS OF ISSUE AND ENTRY

#### 1. Issue of Matchday Hospitality Ticket

1.1. By submitting a written confirmation of a hospitality booking (inclusive of an emailed confirmation), you are making an offer to purchase the Hospitality in accordance with the Terms & Conditions of Entry. Once the Club has issued you with a VAT invoice and/or issued you and your Guests with the relevant tickets for Hospitality and/or you have made payment in the form of the upfront payment or in full in respect of the Hospitality, this will be deemed to be acceptance by the Club of your offer to purchase Hospitality and a binding contract shall be formed between yourself and the Club from that point. Such binding contract signifies your acceptance of the Terms & Conditions and your agreement to comply strictly and fully in accordance with them.

1.2 The issue of a Matchday Hospitality Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry (as defined below).

1.3 Prices of Hospitality Matchday Tickets are advertised by the Club at your time of purchase. Please note that advertised prices for all Hospitality Matchday Tickets are subject to change at the Club's sole discretion from time to time. Any price change will not affect the price of any existing booking that you have paid for in full.

#### 2. Payment Terms

2.1. The Club will send you an invoice for the Hospitality (plus VAT), all invoices must be paid no later than 7 days prior to the date of the relevant fixture. Payment for Hospitality shall be made using such payment methods as accepted by the Club from time to time (bank transfer or debit/credit card).

2.2. If any monies are overdue to the Club from you in connection with the Hospitality (for any reason) the Club shall have the right to:

2.2.1. Suspend enjoyment of the Hospitality until all such outstanding sums are paid and/or

2.2.2. Terminate the contract for Hospitality between you and the Club and in such circumstances, no refund will be paid and, without prejudice to any other rights.

#### 3. Mobile Ticketing

3.1 Subject to clause 3.3 below, all Matchday Hospitality Tickets will be issued by virtue of electronic tickets using near-field communication technology, or such other technology as the Club may decide to use from time to time ("E-Ticket").

3.2 The Matchday Hospitality Ticket will need to be displayed on your mobile device as an E-Ticket or printed in order to gain access to the ground. Matchday Hospitality Tickets that are not displayed correctly (for example, due to a defective mobile smartphone or insufficient battery) will be rejected and you may be refused entry.

3.3 In the event that you do not hold a compatible mobile smartphone or you are unable to access your Matchday Hospitality Ticket via a mobile smartphone device or if you are unable to print the ticket, you must immediately inform the Club at [commercial@cambridgeunited.com](mailto:commercial@cambridgeunited.com) and the Club will discuss alternative access options that may be available depending on the circumstances, such alternative access options always being subject to the Club's sole discretion.

#### **4. Admission to the Ground**

4.1 By purchasing and/or using a Matchday Hospitality Ticket, you: (a) certify that you have read, understood, and accepted; (b) agree to be bound by and to comply with, the Terms & Conditions of Entry.

4.2 A Matchday Hospitality Ticket permits you to (i) attend the relevant Match for which the Matchday Hospitality Ticket has been purchased for; and occupy the seat indicated on the Matchday Hospitality Ticket or such other alternative seat of equal price as the Club may allocate to you at its reasonable discretion; and (ii) gain access to the Hospitality Lounge and Package at the relevant Match. All access to the Ground pursuant to a Matchday Hospitality Ticket shall be for the purposes of private enjoyment of the Match only and not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).

4.3 The Club reserves the right to:

4.3.1 update the content of the Hospitality Package; and

4.3.2 provide the Hospitality Package at either a different lounge within the Ground or at external facilities near to the Ground in order to accommodate any construction and/or redevelopment works to the Ground or in the event that the lounge is otherwise unavailable for reasons beyond the Club's control.

4.4 Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Matchday Hospitality Ticket in any subsequent Match or season.

4.5 Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use, or display within the Ground any sponsorship, promotional or marketing materials.

4.6 You shall not offer or distribute (either for free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which does not infringe clause 4.8 where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.

4.7 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms & Conditions of Entry.

4.8 Any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Away Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered, nor any form of compensation or refund for missing part or all of the Match.

#### **5. Use of the Matchday Hospitality Ticket**

5.1 The Matchday Hospitality Ticket is issued for your sole use, and you shall not resell, dispose of, assign, transfer, lend or otherwise deal with the Matchday Hospitality Ticket or the benefit of it to any other person without the prior consent of the Club. The reference to reselling the Matchday Hospitality Ticket includes reference to offering to sell a Matchday Hospitality Ticket, exposing a Matchday Hospitality Ticket for sale, making a Matchday Hospitality Ticket available for sale by another and advertising that a Matchday Hospitality Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Matchday Hospitality Ticket may not be offered as a prize in any promotion or competition or 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 another good or service or used for any other commercial purpose save as expressly authorised by the Club.

5.2 You are responsible for ensuring the good and peaceable conduct of you and your Guests. You will be responsible to the Club for any costs, claims, damages, expenses, or loss incurred by the Club in respect of:

5.2.1 any damage to any Club property caused by you or your Guests; and

5.2.2 any liability to any third party in respect of death or personal injury arising out of your and/or your Guests' use of the Ground, except where the same is caused by the Club's negligence.

5.3 The Matchday Hospitality Ticket will remain the property of the Club at all times and must be produced by way of E-Ticket (or such other ticket as the Club may provide to you from time to time) together with evidence of your identity if required to do so by any official, steward or employee of the Club or any police officer. The Club reserves the right to require the immediate return of the Matchday Hospitality Ticket at any time.

5.4 Any Matchday Hospitality Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Matchday Hospitality Ticket shall be nullified. Misuse of this Matchday Hospitality Ticket may result in the holder being refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation and withdrawal of the Matchday Hospitality Ticket. In the event of any cancellation and withdrawal in accordance with this clause 4.6, no refund shall be payable. The Club further reserves its right to take any legal action against any persons as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorized use of the Matchday Hospitality Ticket.

## **6. Changes to Match Dates & Refunds**

6.1 No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match or, if necessary, play any Match out of view of the public without fans in attendance or with limited fans in attendance, without notice and without any liability whatsoever. Where any Match is cancelled, abandoned or postponed, the Club shall not have any liability to you or your Guests, except that following any cancellation, abandonment or postponement of a Match you shall be entitled to attend the rearranged Match if played in view of the public with the Ground at full capacity and all fans in attendance, using the Matchday Hospitality Ticket purchased for the original Match date or via such application procedure as the Club shall publish on its website as applicable. If you are unable to attend the rearranged fixture, you shall be provided with the opportunity to transfer your booking to another fixture. In the event that your booking cannot be transferred then at the Club's sole direction a full refund of the price paid by you for the Matchday Hospitality Ticket will be offered. The Club recommends you visit the Club website on a regular basis in order to check the latest dates and times of Matches. You hold the responsibility to contact the Club no later than 5 working days prior to the rearranged fixture to request such amendments.

6.2 If you cancel your Matchday Hospitality Ticket booking for any reason or you are not able to attend the Match for any reason, the Club will be entitled to charge you the cancellation fees set out below. If the Club receives notice of cancellation:

*(i) less than 14 days prior to the date of the Match 100% of the total price paid or owed for the Matchday Hospitality Ticket (including any administration charges);*

*(ii) between 15 and 30 days prior to the date of the Match 50% of the total price paid or owed for the Matchday Hospitality Ticket (including any administration charges);*

6.3 No refunds will be given for any Matches unattended for any reason.

6.4 If the Match is played out of view of the public without fans in attendance or with a limited capacity and the Club is unable to allow you access to the Ground for the relevant Match then the Club will endeavour to provide you with a Matchday Hospitality Ticket for another Match within the same season. If the Club is unable to provide you with a Matchday Hospitality Ticket for an alternative Match within the same season then the Club shall provide you with a full refund of the price paid by you for the Matchday Hospitality Ticket.

6.5 The Club will have no further liability whatsoever relating to any alteration of the time or date of any Match or cancellation of a Match or if a Match is played out of view of the public without fans in attendance or with a reduced capacity (including but not limited to any postponement or abandonment), including (but not limited to) any direct, indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

## **7. Lost or Stolen Home Match Tickets**

7.1 In order to gain admission to the Ground the Matchday Hospitality Ticket must be presented in its entirety at the Match.

7.2 The Club shall not be obliged to admit you or issue any replacement for a lost, stolen or destroyed Matchday Hospitality Ticket (including losing or no longer having access to the device on which your Home Match Ticket is stored in the form of an E-Ticket). If you lose, destroy or have your Matchday Hospitality Ticket stolen (including losing or no longer having access to the device on which your Matchday Hospitality Ticket is stored in the form of an E-Ticket) then you should notify the Club immediately.

## **8. Cancellation & Withdrawal of Home Match Ticket**

8.1 Without prejudice to the Club's rights to cancel or withdraw a Matchday Hospitality Ticket, the Club reserves the right to refuse admission to, or eject from, the Ground any person:

8.1.1 who fails to comply with the Terms & Conditions of Entry;

8.1.2 whose entry into the Ground is likely to, in the reasonable opinion of the Club, result in a failure to comply with the Terms & Conditions of Entry; and

8.1.3 who is prohibited (whether by law or otherwise) from attending any football ground (including the Ground) or is the subject of football related criminal or civil proceedings.

8.2 Without prejudice to any other remedies it may have, the Club shall have the right in the case of any serious or persistent breach of the Terms & Conditions of Entry to cancel and withdraw any Matchday Hospitality Ticket issued to you. In the event of such cancellation no refund will be paid. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms & Conditions of Entry:

8.2.1 smoking in any undesignated part of the Ground;

8.2.2 being (or appearing to be) intoxicated;

8.2.3 persistent standing in seated areas whilst the Match is in progress;

8.2.4 sale or transfer (save as permitted in these Conditions of Issue) of a Matchday Hospitality Ticket to any person;

8.2.5 the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;

8.2.6 deliberate misuse of a Matchday Hospitality Ticket;

8.2.7 the supply of any misleading or incorrect information in any application made to the Club;

8.2.8 the throwing of any object within or around the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;

8.2.9 whether at the Ground, or, travelling to or from a Match or at any event, occasion or location linked to the Club:

8.2.9.1 the use of foul, obscene, abusive, racist and/or discriminatory language and/or gestures;

8.2.9.2 the chanting of anything of an indecent or racist and/or discriminatory nature;

8.2.9.3 fighting or engaging in and/or inciting violence;

8.2.10 bringing into the Ground (or using within the Ground): illegal drugs, other 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;

8.2.11 entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;

8.2.12 any misrepresentation in relation to clause 1.3 above;

8.2.13 breach of the terms of any Club membership (if so applicable);

8.2.14 any breach of clause four above;

8.2.15 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Matchday Hospitality Ticket;

8.2.16 without prejudice to any of the foregoing, any other breach of the Ground Regulations; and

8.2.17 Any use, possession, or distribution of illegal drugs.

8.3 The Club may conduct security searches where it has reason to believe that any of the breaches set down in this clause eight have either occurred or may occur.

8.4 If a Matchday Hospitality Ticket holder is not 16 years old or over, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the Terms & Conditions of Entry.

8.5 In the event that your Matchday Hospitality Ticket is withdrawn or cancelled the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying for any Match ticket or season ticket at its discretion, and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification). In addition, as set out at 7.2 above, your conduct may be subject to the Club's Official Sanctions Process.

## **9. Equality and Anti-Discrimination**

9.1 The Club is committed to equality and diversity, and it is important that all of our fans share the Club's principles of inclusion.

9.2 We require all Matchday Hospitality Ticket holders to refrain from engaging in any conduct which is racist, homophobic, or abusive and to refrain from any other discriminatory behaviour, including but not limited to discriminatory behaviour in relation to the following characteristics:

9.2.1 age;

9.2.2 disability;

9.2.3 gender reassignment;

9.2.4 marriage and civil partnership;

9.2.5 pregnancy and maternity;

9.2.6 race;

9.2.7 religion or belief;

9.2.8 sex; and

9.2.9 sexual orientation.

9.3 Matchday Hospitality Ticket holders who engage in any of the behaviours set out at clause 8.2 may (regardless of the medium in which such behaviour takes place):

9.3.1 be subject to actions taken in accordance with Club policies on anti-discrimination as stated on the Club's website (including the Official Sanction Process set out at clause 7.2 above);

9.3.2 be refused entry to or evicted from the Ground;

9.3.3 have their Matchday Hospitality Ticket and future Matchday Hospitality Tickets cancelled or withdrawn;

9.3.4 be suspended or banned from entering the Ground on future occasions; and/or

9.3.5 be subject to prosecution in accordance with applicable laws.

## 10. Exclusion of Liability

10.1 Except in respect of death or personal injury resulting from any negligence of the Club, neither the Club nor any of its officers, employees or agents shall be responsible for (whether in tort, contract or otherwise):

(i) any loss, damage or injury to you and/or any Guest or to any property belonging to you or any Guest in or upon or around the Ground or any car park, resulting from any cause whatsoever;

(ii) for any loss of profit, loss of use, loss of opportunity or any indirect, economic, or consequential losses whatsoever; and/or

(iii) any losses arising from any cancellation, postponement, or rearrangement of a Match in accordance with Clause 5 including but not being limited to any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

10.2 The Club shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.

## 11. Governing Law

11.1 These Conditions of Issue shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales (including in relation to any non-contractual disputes or claims).

## 12. Miscellaneous

12.1 The Club reserves the right to change these Conditions of Issue from time to time and shall publish any such changes on the Club website.

12.2 You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative and legal purposes. The personal data that you provide to the Club shall be processed, stored, and transferred in accordance with the terms of the Club's current privacy policy.

12.3 Whilst at the Ground your personal data may be collected by other parties. For details on how and why your personal data will be processed by such parties, please refer to the relevant party's privacy notice.

12.4 The invalidity or partial invalidity of any provision of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect. 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.

12.5 The Club's failure to exercise, or delay in exercising, any right, power, or remedy provided by these Conditions of Issue or by law shall not constitute a waiver of that right, power, or remedy.

12.6 The Terms & Conditions of Entry constitute the entire agreement between the Club and the Matchday Hospitality Ticket holder and neither the Club nor the Matchday Hospitality Ticket holder shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Terms & Conditions of Entry which is not set out therein.

12.7 If there is any conflict, ambiguity, or inconsistency between any provision of these Conditions of Issue and any provision of the Ground Regulations, the relevant provision of these Conditions of Issue shall take precedence.

12.8 Notwithstanding any other provision in these Conditions of Issue and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Conditions of Issue. Nothing in these Conditions of Issue shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

### **13. Definitions**

In the Conditions of Issue, the following words and phrases shall have the following meanings:

"Account" means the account created with your unique supporter identification number which contains details of your Matchday Hospitality Ticket booking.

"Away Club" means the football club playing against the Club.

"Conditions of Issue" means these terms and conditions governing the issue and use of a Matchday Hospitality Ticket.

"E-Ticket" has the meaning provided at clause 3.1.

"Football Authority" means each of the Football League, The Football Association, FIFA, UEFA, and other relevant governing body of association football.

"Ground" means the football stadium and all other locations owned, occupied, or utilised by the Club.

"Ground Regulations" means those 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.

"Guest" means a relative, friend, colleague and/or companion to the disabled who would be entitled to purchase a Matchday Hospitality Ticket under the Terms and Conditions of Entry and each of whom is known to the Matchday Hospitality Ticket holder.

"Hospitality Package" means the match day hospitality package relevant to the Matchday Hospitality Ticket you have purchased detailed here and which the Club may update from time to time.

"Match" means any home football match in which the Club participates and that takes place at the Ground.

"Matchday Hospitality Ticket" means your E-Ticket or other form of ticket (and/or any rights arising out of or in connection with the foregoing) for admission to a Match.

"Material" means any audio, visual or audio-visual material or any information or data.

"Terms & Conditions of Entry" means each of the rules and regulations of any Football Authority; the Ground Regulations; and the Conditions of Issue.