



WOLVERHAMPTON WANDERERS FOOTBALL CLUB (1986) LIMITED

Match Day Hospitality – 2022/23 Season

Terms and Conditions

1. Definitions and Interpretation

1.1. In this Contract, the following words and expressions shall have the following meanings:

“**Applicable Law**” means all laws, statutes, regulations, bye-laws, codes of conduct and guidelines, whether local, national, international or otherwise existing to which the Club and/or the Customer and/or any Guest is subject and which is relevant to the Club’s and/or the Customer’s and/or any Guest’s rights or obligations under this Contract.

“**Away Fans**” means fans of the Away Team.

“**Away Team**” means the football club playing against the Club in a Match.

“**Away Ticket Request Terms and Conditions**” means the away ticket request terms and conditions for corporate members, which are available on the Website (at wolves.co.uk or which will be provided to the Customer by the Club separately.

“**Booking Form**” means the Booking Form set out in Part 1 of this Contract.

“**Catering Supplier**” has the meaning given to it in clause 11.6(a).

“**Contract**” means the Booking Form and these Terms and Conditions.

“**COVID-19 Code of Conduct**” means the set of rules issued by the Club from time to time which the Customer and all Guests (and all other Match attendees) must comply with in order to reduce as far as possible the transmission of COVID-19, a copy of which will be available on the Website or will otherwise be made available to the Customer by the Club.

“**Charges**” means the total charges payable by the Customer for the Hospitality Booking, as set out in the Booking Form.

“**Club**” means Wolverhampton Wanderers Football Club (1986) Limited, whose registered office is at Molineux Stadium, Waterloo Road, Wolverhampton, West Midlands, WV1 4QR.

“**Customer**” means the purchaser of the Hospitality Booking, as set out in the Booking Form.

“**FIFA**” means the world governing body of Football from time to time currently known as Fédération Internationale de Football Association (or any replacement thereof or successor thereto).

“**Football Authority**” means the Premier League, the Football League, The FA, FIFA, UEFA and any other relevant governing body of association football.

“**Football League**” means the Football League Limited (or any replacement thereof or successor thereto).

“**Force Majeure Event**” has the meaning given to it in clause 15.1.

“**Ground Regulations**” means the Club’s ground regulations (that are issued by the Club from time to time and that set out the terms and conditions upon which spectators are granted entry to the Stadium, a copy of which is available on the Website at <https://www.wolves.co.uk/club/policies/ground-regulations/>) and the rules and regulations of the Football Authorities in respect of a Match.

“**Guest**” means any person attending a Match as part of a Hospitality Booking (including, if the Customer is an individual, the Customer).

“**Hospitality Booking**” means the booking for the provision of Match-day hospitality services by the Club to the Customer at the Stadium which may include, without limitation, ticket(s) to Match(es) together with catering and other hospitality services at the relevant Match(es), the details of which are as set out in the Booking Form.

“**Match**” means any match played by any of the Club’s teams at the Stadium during the Season.

“**Match-to-Match Booking**” means a Hospitality Booking made in respect of an individual Match/individual Matches.

“**party**” means each of the Club and the Customer (together the “parties”).

“**Premier League**” means the Football Association Premier League Limited, the organiser of the highest division of the professional football leagues in England by the same name.

“**Relevant Times**” has the meaning given to it in clause 11.2(a).

“**Season**” means the 2021/22 English football season, which shall commence on the date of the first scheduled match involving the Club’s men’s first team (the “**First Team**”) and shall end on the date of the last scheduled match involving the First Team.

“**Seasonal Booking**” means a Hospitality Booking made in respect of every First Team Premier League Match and the first two First Team cup Matches. A Seasonal Booking shall also admit the Customer (plus their Guests) to all of the Club’s men’s under 23 team’s Matches during the Season.

“**Stadium**” means Molineux Stadium, Waterloo Road, Wolverhampton, West Midlands, WV1 4QR and the land around it in the Club’s possession or control.

“**The FA**” means The Football Association Limited.

“**UEFA**” means the governing body for football in Europe from time to time currently known as Union des Associations Européennes de Football (or any replacement thereof or successor thereto).

“**Website**” means the Club’s website found at <https://www.wolves.co.uk/>.

1.2. If the Customer is an individual consumer, then references in these Terms and Conditions to the “Customer” are to the individual consumer making the booking. If the Customer is not a consumer, references in these Terms and Conditions to the “Customer” are to the business that the individual making the booking has authority to bind in accordance with clause 1.4 below.

1.3. If the Customer is a consumer, by placing a Hospitality Booking, the Customer confirms that they are legally capable of entering into binding contracts and are at least 18 years old (or a parent or guardian has entered into this Contract on their behalf).

1.4. If the Customer is not a consumer, the individual making the Hospitality Booking confirms that they have authority to bind any business on whose behalf that individual is purchasing the Hospitality Booking.

1.5. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

1.6. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.7. Where the context dictates in these Terms and Conditions, the singular shall include the plural and vice versa, and any gender includes the other gender.

2. Booking Process

2.1. All Hospitality Bookings are sold subject to availability and to these Terms and Conditions.

2.2. A Hospitality Booking is purchased by the Customer in accordance with the following booking process:

- (a) the Club will send a completed Booking Form to the Customer in writing (email shall suffice) setting out the details of the Hospitality Booking; and

- (b) following receipt of such completed Booking Form, the Customer shall confirm in writing to the Club (email shall suffice) that it wishes to purchase the Hospitality Booking, and the Contract between the Club and the Customer will be deemed formed (subject to these Terms and Conditions) when the Club receives such written confirmation from the Customer.
- 2.3. Once a Hospitality Booking has been purchased in accordance with clause 2.2, the Club's cancellation policy as set out in clause 6 shall apply.
- 2.4. The Club will not retain a copy of each separate Contract, so the Customer should print a copy of these Terms and Conditions for future reference.
- 2.5. The holder of a Hospitality Booking shall be entitled to invite such persons as they elect to attend the Match(es) as Guests (up to the maximum number of Guests specified in the Booking Form), but shall not be entitled to assign, sub-licence or otherwise transfer the benefit of the licence granted by the Club pursuant to this Contract to any person. The Booking Form indicates the maximum number of Guests who may attend a Match as part of the relevant Hospitality Booking. For the avoidance of doubt, in the event that the number of Guests who actually attend a Match is less than the maximum number permitted, the Customer shall not be entitled to any refund or reimbursement of the Charges or to any credit.
- 2.6. Each Hospitality Booking grants the Customer and their Guests the right (or licence) to enter the Stadium for the Match(es) in the Hospitality Booking in accordance with the terms of this Contract. The Customer acknowledges that they shall have the right to enter the Stadium and use the relevant hospitality facilities as a licensee only and no relationship of landlord and tenant is created between the Club and the Customer by this Contract.

3. Charges

- 3.1. The Customer shall pay the Charges in accordance with this clause 3.
- 3.2. All amounts payable by the Customer exclude amounts in respect of VAT, which the Customer shall additionally be liable to pay to the Club at the prevailing rate (if applicable), and exclude any postage and/or packaging, which the Customer shall be responsible for paying.
- 3.3. Payments can be made by bank transfer, by credit card or debit card or by cash, provided that cash payments will not be accepted on Match days.
- 3.4. Any additional fees or charges for any additional goods or services provided by or on behalf of the Club (including, by the Catering Supplier) at a Match at the Customer's or a Guest's request which are not included within the Hospitality Booking shall be paid for in full by the Customer or a Guest on the day of the Match by an authorised credit card or, the Club or the Catering Supplier may, at the Club's sole discretion, issue an additional invoice after the Match to the Customer in respect of such additional fees or charges.
- 3.5. If the Customer fails to make any payment due to the Club under the Contract by the due date for payment, then, without limiting the Club's other remedies under this Contract, the Customer shall pay interest on the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 3.6. Time for payment of the Charges by the Customer under this Contract shall be of the essence.
- 3.7. All amounts due under this Contract shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.8. If any compulsory credit card, debit card or other payment processing charges apply, the Club shall notify the Customer of the same prior to booking and such amount shall be added to the Charges.
- 3.9. Tickets and/or season ticket cards (as applicable) will not be released by the Club unless and until receipt by the Club of the Charges in full in cleared funds.
- 3.10. The Club shall be entitled to cancel any Hospitality Booking with immediate effect (by giving written notice to the Customer) without incurring any liability to the Customer whatsoever if: (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or (b) the Customer becomes bankrupt or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgement to be executed in relation to any of its property or assets; or (c) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

3.11. Seasonal Bookings

- (a) Unless set out in the Booking Form or otherwise agreed in writing with the Club in advance, payment for Seasonal Bookings must be made in full at the time that the Contract for the relevant Seasonal Booking is formed in accordance with clause 2.2.
 - (b) In the event that the Club agrees a standing order payment plan with the Customer and the Customer agrees to comply with the Club's terms and conditions for payment by standing order (which will be notified to the Customer by the Club separately) and/or such other additional terms and conditions as are notified by the Club to the Customer in respect of such payments including in respect of payment date and amounts.
- 3.12. **Match-to-Match Bookings:** Payment for Match-to-Match Bookings must be made in full at the time that the Contract for the relevant Match-to-Match Booking is formed in accordance with clause 2.2.

4. Tickets and Season Ticket Cards

- 4.1. Seasonal Booking holders will be issued with season ticket cards.
- 4.2. Match-to-Match Booking holders will have the option to receive e-tickets (i.e. mobile (contactless) tickets) by email or paper tickets which will be sent by the Club by post to the Customer (provided that there is sufficient time for such tickets to arrive with the Customer ahead of the relevant Match(es)). Customers who have elected to receive e-tickets must (and must ensure that their Guests) either print the e-tickets at home or ensure that they have the required digital device to show the e-ticket upon entry to the Stadium.
- 4.3. Delivery of tickets and season ticket cards shall be deemed to have occurred: (a) in the case of e-tickets, upon email transmission by the Club; and (b) in the case of season ticket cards and paper tickets, upon the earlier of delivery of the season ticket cards and/or paper tickets to the Customer or delivery of the season ticket cards and/or paper tickets to a third party carrier for delivery to the Customer. Risk of damage to or loss of tickets and/or season ticket cards shall pass to the Customer upon deemed delivery in accordance with this clause 4.3.
- 4.4. The Club shall not be liable for any delay in delivery of tickets and/or season ticket cards howsoever caused.
- 4.5. It is the Customer's responsibility to check tickets and season ticket cards upon receipt as mistakes cannot always be rectified after delivery.
- 4.6. All tickets and season ticket cards are non-transferable and the Customer shall not be entitled to sell or to pledge or in any way transfer, or charge by way of security for any indebtedness any tickets or season ticket cards.
- 4.7. The Club will not be liable for any loss, damage, injury or disappointment suffered in connection with a Customer or their Guest failing to bring their ticket or season ticket card to the specific Match and may refuse entry to the Stadium at its discretion.
- 4.8. Once risk of damage to or loss of tickets and/or season ticket cards has passed to the Customer in accordance with clause 4.3, the Club shall not be responsible for any lost or damaged tickets or season ticket cards.
- 4.9. An administration charge of £2.50 per season ticket card or paper ticket shall apply for the replacement of the aforementioned. Replacement e-tickets will be issued to the Customer free of charge.
- 4.10. A £50 administration charge shall be applied to replace any lost car parking passes.
- 4.11. Paper ticket re-prints must be collected from the WV1 Reception in the Stan Cullis Stand of the Stadium.

5. COVID-19

- 5.1. The Club is following and has always followed the Government's and all Football Authority advice with respect to COVID-19 and will continue to do so.
- 5.2. In order to ensure the safety of all attendees of Matches and to reduce the risk of COVID-19 transmission, it is paramount that the Customer and all Guests comply with all Government guidelines in respect of COVID-19 and the Club's COVID-19 Code of Conduct (which will be made available to the Customer) both in terms of attendance at, and travel to, the Stadium. The entry of the Customer or any Guests to the Stadium will be subject to any COVID-19 specific requirements and checks as the Club has in place from time to time.
- 5.3. The Club reserves the right to refuse entry to or eject from the Stadium anyone who has not met or does not meet its COVID-19 requirements as set out in the COVID-19 Code of Conduct or otherwise notified to the Customer (including, by way of example only, the completion of health questionnaires prior to Matches and temperature checks upon entry to the Stadium).

6. Hospitality Booking Cancellation

- 6.1. Subject to clause 6.2, Hospitality Bookings (and the Charges) are non-refundable (except as expressly set out herein) and if the Customer

- cancels a Hospitality Booking at any time from the date that the relevant Contract is formed (in accordance with Clause 2.2), the Club will have no obligation to make any refund or to reimburse any of the Charges to the Customer or to provide the Customer with any credit.
- 6.2. Notwithstanding clause 6.1 above, in the limited circumstances where a Customer who is an individual consumer needs to cancel a Hospitality Booking because he/she is prevented from being able to attend a Match due to:
- (a) having tested positive for COVID-19 in the ten (10) days prior to the Match; and/or
 - (b) experiencing COVID-19 symptoms; and/or
 - (c) being required to isolate due to coming into contact with someone with COVID-19,
- the Customer must contact the Club as soon as possible and where a Customer cannot attend for this reason only, and they have provided sufficient notice to the Club along with any supporting evidence as may be reasonably requested by the Club, the Customer shall be entitled to request a refund of the Hospitality Booking in respect of the relevant Match which is in his/her name. The Club shall make such refund to the Customer within thirty (30) days of receiving the Customer's notification (that he/she cannot attend the Match) into the bank account used to originally purchase the Hospitality Booking in question (unless notified otherwise in writing by the Customer). The Club shall be entitled to deduct a cancellation fee from the value of such refund to cover any reasonable costs which have been incurred / committed to by the Club in respect of the relevant Hospitality Booking as at the date of the notification by the Customer in accordance with this clause (which may include, by way of example only, catering costs), provided that the Club will use its reasonable endeavours to mitigate such costs.
- 6.3. For the avoidance of doubt, the provisions of clause 6.2 shall not apply: (a) to Customers who are not individual consumers; or (b) where a Guest who is not the Customer is unable to attend as a result of one of the circumstances described in clauses 6.2(a)-**Error! Reference source not found.** above (unless the Customer is also not able to attend for one of the listed reasons).
- 6.4. Notwithstanding any of the Club's other rights to cancel a Hospitality Booking which are set out herein, the Club reserves the right to cancel or suspend any Hospitality Booking, in whole or in part, if allowing the Customer (or any of their Guests) to use the Hospitality Booking could, in the opinion of the Club, prejudice or be detrimental to the reputation of the Club and/or if the Customer (or any of their Guests) is/are in breach of these Terms and Conditions or if the Customer is subject to a banning order. If a Hospitality Booking is suspended or cancelled under this clause, the Customer shall not be entitled to a refund, reimbursement or credit and no refund, reimbursement or credit will be granted in relation to any persons who is/are refused access to the Stadium or are ejected from the Stadium under these Terms and Conditions or the Ground Regulations.
- 7. Rescheduled, Postponed and Cancelled Matches**
- 7.1. No guarantees can be given by the Club that any Match will take place at a particular time or on a particular date or that any Match will not take place behind-closed-doors or at reduced capacity.
- 7.2. The Club reserves the right to alter its advertised Match fixtures without notice or liability including (without limitation) any loss, damage or expense (including, without limitation, travel costs) arising out of or in connection with a Match being cancelled, postponed, curtailed or abandoned or rearranged for any reason whatsoever (including, without limitation, due to a Force Majeure Event).
- 7.3. It is the responsibility of the Customer to ascertain the date and start time for each Match (and any rescheduled or postponed Match) or whether a Match has been cancelled or will take place behind-closed-doors or at reduced capacity. The Club will use its reasonable endeavours to publicise any such change to a Match on the Website and to notify the Customer of any changes (using the details provided to the Club by the Customer) but the Club cannot guarantee that such publication or notification will always be made.
- 7.4. In the event that a Match is rescheduled or postponed to a different time or date, Hospitality Booking(s) for that Match shall be valid for the rescheduled time or date (and the cancellation provisions in clause 4 shall apply in respect of such rescheduled or postponed Match), save where such rescheduled or postponed Match takes place at a location other than the Stadium. Should the Customer not be able to attend the rescheduled Match, the Club shall endeavour to transfer the Hospitality Booking (in the case of Match-to-Match Bookings only) to an alternative Match (subject to availability), provided that the Customer may incur

- additional costs. This shall be the Customer's sole and exclusive remedy in respect of rescheduled or postponed Matches.
- 7.5. In the event that a Match is cancelled in its entirety (rather than being rescheduled or postponed to an alternative date) or that a Match takes place 'behind-closed-doors' (such that no members of the public, including corporate members, are permitted to attend such Match) or that there are Government or Football Authority restrictions on the number of fans who are permitted to attend a Match (such that the Customer and its Guests cannot attend the Match), the Customer shall be entitled to receive a full refund in respect of the Hospitality Booking for that Match or to receive a credit in respect of the Hospitality Booking for that Match which:
- (a) in the case of a Match-to-Match Bookings, shall entitle the Customer to make a Hospitality Booking in respect of an alternative Match of equivalent grading. The Club shall endeavour to facilitate the Customer's first choice of Match, however this shall be subject to availability; and
 - (b) in the case of Seasonal Bookings, shall either: (i) entitle the Customer to make a Hospitality Booking in respect of a future Match of equivalent grading which is not already included within the Seasonal Booking and the Club shall endeavour to facilitate the Customer's first choice of Match, however this shall be subject to availability; or (ii) be applied against any future Hospitality Bookings made by the Customer for the subsequent football season, provided that: (i) the credit can not be transferred or sold to any third party and is redeemable by the Customer only; (ii) the credit can only be used for Hospitality Bookings and cannot be redeemed against any other ticketing, retail or any other Club-related product, nor exchanged for monetary value; (iii) the credit can only be used in one transaction; and (iii) the credit is non-refundable and can't be exchanged or cancelled at any point once redeemed.
- 7.6. The Customer shall notify the Club in writing (email will suffice) as to whether it wishes to receive a credit or a refund in respect of the relevant Match as detailed in clause 7.5 above and in the event that the Customer requests to receive a refund in accordance with clause 7.5 above, the Club shall make such refund to the Customer within thirty (30) days of receiving the Customer's written request into the bank account used to originally purchase the Hospitality Booking in question (unless notified otherwise in writing by the Customer).
- 7.7. If, in respect of 7.5(a) and (b)(i) above:
- (a) the credit is redeemed against a lower value Match, the Club will not be liable to refund any unredeemed cost to the Customer;
 - (b) for any reason the Hospitality Booking package purchased by the Customer is not available at the desired Match, the Club will endeavour to provide the Customer with a similar package but in some scenarios, this may not be possible and in such case, the Club will work with the Customer to provide a suitable alternative Hospitality Booking package; and
 - (c) the Customer wishes to redeem the credit against a higher value Match, the Customer may incur additional costs.
- 8. Away Tickets**
- 8.1. By signing a Booking Form in respect of a Seasonal Booking, the Customer agrees to the Club's Away Ticket Request Terms and Conditions.
- 8.2. For the avoidance of doubt, purchasers of Match-to-Match Bookings are not entitled to participate in the away ticket request loyalty point system.
- 9. Correspondence**
- 9.1. All correspondence with the Club should be marked with the Customer's Customer Reference Number, which will be specified on the Customer's season ticket card (if applicable) or will otherwise notified to the Customer in writing.
- 9.2. If a Customer has any query about a Hospitality Booking, wishes to cancel or amend a Hospitality Booking or wishes to request further information about a Hospitality Booking, they should contact the Club's F&B Department at: corporate@wolves.co.uk. Alternatively, Customers can write to the Club, for the attention of the F&B Department, at Wolverhampton Wanderers Football Club (1986) Limited, Molineux Stadium, Waterloo Road, Wolverhampton, West Midlands, WV1 4QR.
- 9.3. Customers must promptly notify the Club in writing of any change of details (including, without limitation, changes to payment details and/or change of address by email to the F&B Department (at the email address set out in clause 9.2 above) or by writing to the Club, for the attention of the F&B Department.

9.4. The Club shall not be held responsible for any ticket(s) or season ticket card(s) which have been sent to an alternative address / if tickets or season ticket cards have not been received by the Customer in the event that clause 9.3 has not been complied with. In such circumstances, the provisions of clause 4 shall apply (as if the relevant ticket(s) or season ticket card(s) have been lost).

10. Car Parking

10.1. Road closures in the areas surrounding the Stadium will be in effect on Match days. Details can be found on the Website or in the ticket information packs supplied to Customers who purchase Seasonal Bookings.

10.2. Car parking spaces are available to Seasonal Booking holders, subject to availability, and will be issued on the basis of one space for four persons in a party, provided that a minimum of two adult spaces must be booked by a Customer (as part of the Seasonal Booking) in order for the Customer to be eligible to purchase a car parking space. Car parking spaces, if agreed between the parties, will be allocated to Customers at the time that the relevant Hospitality Booking is made (and the details of such spaces will be detailed in the Booking Form).

10.3. The Club will not issue any additional car parking spaces/passes, however, a limited number of additional parking passes are available to purchase from the Club's ticket office.

10.4. Subject to clause 14.1 of these Terms and Conditions, the Club shall not be liable for any damage to or theft of vehicles, personal property or for death or personal injury caused to the Customer, any Guest or any other person using the Club's parking facilities.

10.5. Car parking spaces/passes may not be transferred, passed on, loaned or otherwise transferred to any third parties.

10.6. There will be a delay in allowing cars to leave the Club's parking facilities of a minimum of 15 minutes following the end of each Match to facilitate the safe dispersal of supporters.

11. Match Day Hospitality General Conditions

11.1. Behaviour of Guests

(a) The Customer shall, and shall ensure that each Guest shall, conduct themselves appropriately at all times and in accordance with the requirements of this Contract.

(b) In particular, but without limitation, the Ground Regulations form part of this Contract and, accordingly, the Customer shall, and shall procure that each Guest shall, comply with the Ground Regulations at all times. The Club shall be entitled to amend the Ground Regulations at any time in its sole discretion and will display the new Ground Regulations on the Website. Entry into the Stadium by any Guest shall constitute acceptance of the Ground Regulations.

(c) In the event that any Guest does not comply with the Ground Regulations (or any other term of this Contract), the Club shall, notwithstanding any of its other rights under this Contract, be entitled to eject such person from the Stadium.

(d) Notwithstanding anything else set out herein, the Customer shall, and shall procure that each Guest shall, comply with any instructions, announcements (including safety announcements), policies (including health and safety and security policies) and codes of conduct (including, without limitation, the Club's COVID-19 Code of Conduct) that are notified by the Club to the Customer, as well as the standard ticket terms and conditions which apply to the tickets forming part of the Hospitality Booking and any other specific terms and conditions that apply in respect of the particular Match(es) which are made available on the Website or are otherwise made known to the Customer.

(e) The Customer shall, and shall procure that each Guest shall, at all times:

- use any executive boxes, hospitality areas and the Stadium in a proper and lawful manner, and in a manner which does not cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other users of the executive boxes, hospitality areas and/or Stadium); and
- ensure that no executive box or other hospitality area (or any part thereof) nor any other part of the Stadium is damaged in any way (fair wear and tear excepted).

(f) The Club does not tolerate abusive, offensive, homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other) and any such conduct shall be considered a serious breach of these Terms and Conditions. Any Guest who is found or is reported to be abusing any football player, supporter, member of staff or any other individual in or around the Stadium will face arrest and prosecution by the police.

11.2. Access

(a) Subject to any Applicable Law and the Ground Regulations, access to the Stadium and the relevant hospitality area specified in the Booking

Form or otherwise confirmed to the Customer by the Club for the applicable Match(es) will be permitted during the relevant times confirmed to the Customer by the Club for the particular Match(es) (the "Relevant Times"), upon presentation by the Customer and its Guests of an appropriate season ticket card or ticket.

(b) No Guests or other persons shall be permitted to enter the Stadium, any executive box or other hospitality area except on presentation at the designated entrance of a valid ticket or season ticket card and upon satisfaction of any other checks on admission as the Club or any other applicable authority responsible for control and/or safety at the Stadium may impose from time to time.

11.3. Photography and CCTV

(a) By attending a Match, Guests are deemed to have consented to being filmed, photographed and/or recorded, which may be used, by way of example and without limitation, in televised coverage of the Match and/or for promotional or marketing purposes by the Club, the Premier League or other Football Authorities or other third parties without compensation or credit. If the Customer or any Guest has any concerns the use of their image in this way, they should contact the Club.

(b) Where one or more of the Guests are under the age of 18, the Customer shall be responsible for procuring the consent of the child's parent or guardian for the images, footage and/or recordings of such child to be taken and used in accordance with the provisions of this clause 11.

(c) CCTV is employed and operated within the Stadium for the purposes of the control and safety of spectators, and recorded images may be used as evidence.

11.4. Dress Code

(a) It is the responsibility of the Customer to notify Guests of the Club's dress code (as set out on the Website and in this clause 11.4(a)). The Club reserves the right to refuse entry or eject from the Stadium any person who does not comply with the Club's dress code.

(b) The Club shall be entitled to amend its dress code from time to time.

(c) The Club's dress code does not apply to children aged 12 or under, who shall be permitted to wear Club colours (but, for the avoidance of doubt, shall not be permitted to wear the colours/kit of any other football club).

(d) **President's Restaurant:** A strict smart dress code applies to all Guests in the President's Restaurant. The following items of clothing/footwear are not permitted: trainers and pumps, sportswear, replica football shirts (including Club and Away Club colours) and jeans. Gentlemen must wear a collared shirt or polo shirt. All footwear must be clean and smart in appearance.

(e) **All other hospitality areas:** A smart dress code applies on Match days. The following items of clothing are not permitted: sportswear, clothing displaying any offensive branding and replica football shirts (including Club and Away Club colours). Smart jeans are permitted (which shall mean jeans which are not faded or torn). All footwear must be clean and smart in appearance.

11.5. Away Fans

(a) The Club must be advised of any Guests who are Away Fans. All Hospitality Bookings will be located within a home supporters' area of the Stadium. In the event that there are any Guests who are Away Fans, the Club shall be entitled to relocate the Customer's group (at the Club's sole discretion) to an alternative seating location/suite within the Stadium, subject to availability.

(b) It is the responsibility of the Customer to ensure that, if any Guests are Away Fans, they are made fully aware that they will be seated with home fans (of the Club) and they are required to conduct themselves accordingly. The Club reserves the right to refuse entry or eject from the Stadium anyone whom it considers, in its sole discretion, is acting in a threatening, abusive or inappropriate manner or whose presence or behaviour may (in the Club's opinion) create and/or increase potential crowd disorder at the Stadium.

11.6. Food and Beverages

(a) Subject to clause 11.6(d), the Club will procure the provision (by any third party or other entity appointed by the Club, in its sole discretion, for this purpose who, as at the date of these Terms and Conditions (as specified below) is Levy UK (the "Catering Supplier")) of catering services to the Customer in accordance with the food and drink specifications of the Hospitality Booking package booked by the Customer during the Relevant Times (excluding, where applicable, those times during the Relevant Times in which play in any Match is in progress). The Club may from time to time, but is under no obligation whatsoever to, provide or procure the provision of refreshments to the Customer and its Guests at other times and on other occasions than the Relevant Times.

- (b) Hospitality Bookings for parties of less than 10 cannot be guaranteed a private table.
 - (c) Customers should inform the Club of any special dietary requirements for any of their Guests prior to the day of the Match that the relevant Guest(s) will be attending. The Club will endeavour to meet any special dietary requests made on the day of the relevant Match but is unable to guarantee this.
 - (d) Any Guests arriving less than 45 minutes prior to kick-off of a Match may be subject to a limited menu and in such situations, the Club will endeavour (but cannot guarantee) to meet the food and beverage specifications of the Hospitality Booking package booked by the relevant Customer.
 - (e) No food or beverages may be consumed in an executive box or in any other hospitality areas in the Stadium other than those provided by the Club or the Catering Supplier. The Customer shall not, and shall procure that the Guests shall not, bring any food, drink or other refreshments into the executive boxes or other hospitality areas in the Stadium for consumption by any person or for any other reason.
- 11.7. **Seating:** Unless otherwise stated, the Club cannot guarantee the location of seats forming part of a Hospitality Booking.
- 11.8. **Unavailability of Executive Boxes and Hospitality Areas:** If the Club determines that all or any relevant part of an executive box or other hospitality area forming part of a Hospitality Booking is unavailable for a particular Match for any reason (at the Club's reasonable discretion), the Club will use its reasonable endeavours to provide the Customer with equivalent facilities elsewhere in the Stadium, the location of which will be determined by the Club and which, subject to availability, will be as close to the executive box and/or other hospitality area originally booked as possible.
- 11.9. **Smoking**
- (a) In line with Applicable Law, the Stadium is a non-smoking venue.
 - (b) Guests shall be permitted to smoke in open areas outside of the Stadium (provided that they collect a Match-specific 'pass-out') up to 15 minutes prior to kick-off and then not before 15 minutes after the final whistle. Guests will not be re-admitted to the Stadium if they leave the Stadium within 15 minutes of kick-off or within 15 minutes after the final whistle.
 - (c) The use of electronic cigarettes or other electronic smoking devices shall not be permitted in any hospitality areas within the Stadium.
- 11.10. **Bags and Searches**
- (a) The Club reserves the right to conduct full body and bag security searches of Guests upon entry into the Stadium and/or hospitality areas from time to time. The Club shall be entitled to refuse entry or eject from the Stadium any person refusing to submit to such a search.
 - (b) The Club shall be entitled to confiscate any item which is prohibited (as set out in the Ground Regulations) or which, in the reasonable opinion of the Club, may cause a danger or disruption to other attendees of the relevant Match or to the Stadium. The Club shall also be entitled to refuse entry to any person in possession of such items.
 - (c) Any bags brought to a Match must be no larger than 20cm x 15cm x 5cm (8" x 6" x 2"). Bags (including those which are larger than the permitted size) may not be left with the Club.
 - (d) All bags brought to the Stadium are at the owner's risk and must not be left unattended and the Club shall be entitled to dispose of any property behind by the Customer or any Guest in an executive box, any other hospitality area or any other area of the Stadium.
- 11.11. **Children:** Children under the age of 14 may not enter the Stadium unless accompanied by an adult aged 18 or over. All children must be in possession of a valid ticket or season ticket card for the Match they are attending.
- 11.12. **Alcohol:** In order to comply with Applicable Law, no alcohol consumption is permitted in view of the pitch during the period from 15 minutes prior to kick-off of a Match until 15 minutes after the final whistle. To safeguard all supporters' enjoyment of Matches, the Club asks that all Guests enjoy alcohol responsibly. The Club will not tolerate drunk and disorderly or abusive behaviour. The Club reserves the right to refuse entry or eject from the Stadium any person that it reasonably considers to be engaging in such behaviour and may, in its discretion, acting reasonably, impose a ban from entering the Stadium. The Club and the Catering Supplier reserve the right to refuse to serve alcoholic beverages to any person who appears to be under the age of 25 and cannot provide satisfactory proof of age, or who appears to be intoxicated or otherwise does not comply with the provisions of these Terms and Conditions.
- 11.13. **Guest information:** The Customer shall, upon the Club's request, provide the Club with the names and contact details for all Guests in

advance of each Match. In the event that the identify of any of the Customer's guests changes for a particular Match (including, without limitation, if any proposed Guest cannot attend due to any of the circumstances described in clauses 6.2(a)-**Error! Reference source not found.** above), the Customer must inform/update the Club of the same prior to any Guests attending the Stadium for the particular Match. The Club shall be entitled to require that additional information and/or documentation be submitted to the Club at any time should the Club deem it necessary in order to verify the Customer's and any Guest's identification and/or other information with regards to the Hospitality Booking including to satisfy the Club that the requirements of the Club's COVID-19 Code of Conduct have been met. The Customer shall, and shall procure that its Guests shall, cooperate with the Club in connection with the same.

11.14. **Miscellaneous**

- (a) The Club reserves the right to close any hospitality area one hour after the conclusion of the relevant Match.
- (b) The Customer will not use any or part of a Hospitality Booking (including, for the avoidance of doubt, any tickets) as prizes in competitions, sweepstakes, raffles, draws or for other similar commercial, promotional or charitable purposes without the Club's prior written consent.
- (c) The Customer shall not make, and shall procure that no Guest makes, without the prior written consent of the Club, any public statement or announcement linking, or implying any relationship between, or engage in any marketing, advertising or promotional activity which links, or implies any relationship between, the Customer or any Guest and the Club.
- (d) The Customer shall not be permitted to use (whether or not in connection with a Hospitality Booking) any trademarks or other intellectual property rights belonging to or licensed to the Club without the prior written consent of the Club.
- (e) Subject to clause 12.1, Customers shall not be permitted to display advertising materials, signs or other notices on the interior or exterior of any executive box or in any other part of the Stadium without the prior written consent of the Club. The granting of such consent will be at our sole discretion.
- (f) Hospitality Bookings shall become void and the Customer (and its Guests) shall have no right to attend any Match(es) forming part of the Hospitality Booking nor shall it be entitled to a refund or any compensation where, in the Club's reasonable opinion, such Hospitality Booking (or any element thereof): (i) has been purchased from a person/entity who is not an authorised agent of the Club; (ii) is to be or has been sold, donated, transferred or in any way disposed of to any person/entity for the purpose of commercial gain; or (iii) is advertised for sale or transfer. Unless otherwise agreed by the Club in writing, any transfer or purported transfer of any Hospitality Booking (or any element thereof) by a Customer or a Guest in any manner set out in this clause 11.14(f) shall constitute a breach of these Terms and Conditions.
- (g) The use of equipment for recording or transmitting any audio, visual or audio-visual material or any information or data inside the Stadium is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. The Club shall not be liable for any loss or damage to confiscated items.

12. **Use of Executive Boxes**

- 12.1. Customers who book Seasonal Bookings for Billy Wright executive boxes (as will be set out in the Booking Form, if applicable) shall be entitled to exhibit one advertising board, in a form approved by the Club in advance in writing (at the Customer's sole cost) on the external facia of the relevant Billy Wright executive box. The Customer shall comply with all Applicable Laws in relation to such advertising board, including (without limitation) any rules and regulations of the Advertising Standards Authority.
- 12.2. All fixtures and fittings within an executive box shall at all times remain the property of the Club and Customers shall be responsible for keeping such fixtures and fittings in good condition (fair wear and tear excepted) and will be responsible for any costs, losses or damages for making good any damage to such fixtures and fittings to the satisfaction of the Club.
- 12.3. Customers shall not be entitled to make any alterations to any executive box, nor to install any additional fixtures or fittings in an executive box without the prior written consent of the Club and (in the event such consent is given by the Club) shall, upon the expiry or earlier termination of the licence granted by the Club to the Customer pursuant to this Contract to make use of the relevant executive box:

- (a) return the executive box to its original condition (to the satisfaction of the Club) (at the Customer's sole cost); and
- (b) deliver up all fixtures and fittings to the Club in good repair.
- 13. Christmas Parties**
- 13.1. In the unlikely event that a Hospitality Booking overlaps and/or conflicts with a Christmas party booking made by or on behalf of a third party, the Club reserves the right to move post-Match hospitality to alternative locations within the Stadium (in its sole discretion).
- 14. Liability and Indemnity**
- 14.1. Nothing in the Contract limits or excludes any liability which cannot legally be limited or excluded, including liability for:
- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.
- 14.2. Subject to clause 14.1, the Club shall not be liable to the Customer or any Guest, whether in contract, tort or otherwise, for:
- (a) the death of, or injury to, the Customer or that of any Guests or other persons at the Stadium or otherwise in relation to a Hospitality Booking; or
- (b) damage or theft of any property of the Customer or that of any Guest (it being noted that the Customer or relevant Guest shall be solely responsible for the security of such property);
- (c) the alteration of the dates and times of Matches;
- (d) the abandonment, postponement or cancellation of Matches; or
- (e) any loss of profit, loss of anticipated profit, loss of business, loss of contract nor for any special, indirect or consequential loss or damage, or otherwise for any costs, expenses or claims for consequential compensation whatsoever (howsoever arising).
- 14.3. Subject to clause 14.1, the Club's total liability to the Customer and/or any Guest in contract, tort or otherwise (including any negligent act or omission) shall not exceed the total amount of the Charges paid by the Customer and actually received by the Club pursuant to this Contract as at the relevant date.
- 14.4. In respect of any event that gives rise to a claim under these Terms and Conditions, the Customer agrees to notify the Club in writing within 14 days of the date of the event giving rise to the claim and giving all details of the claim including any loss or damage and the cost of any loss or damage, or the Club will not otherwise be liable.
- 14.5. Without prejudice to the above clauses 14.2 and 14.3, the Club shall not be in breach of, or be deemed to be in breach of, any provision of this Contract in the event that it fails to perform in whatever manner any of its obligations pursuant to this Contract by reason of compliance with the provisions from time to time of the Applicable Laws, the general safety certificate applying to the Stadium, the bye-laws, rules, regulations, orders, directions, codes of practice and other guidelines of the City of Wolverhampton Council, West Midlands Police, the West Midlands Fire Service, the Footballing Licensing Authority, any Football Authority and any other authority or organisation that has jurisdiction or authority in relation to the holding of Matches from time to time.
- 14.6. The Customer shall fully indemnify (and keep indemnified) the Club and any group company of the Club for any loss of or damage to property at the Stadium suffered or incurred by the Club or any group company of the Club and any loss or liability arising from any claim made against, or incurred or paid by the Club or any group company of the Club (and the Club's or group company's expenses in respect of such losses, damages or liabilities) arising from or caused by (whether directly or indirectly) any acts or omissions of the Customer and any Guest.
- 15. General**
- 15.1. **Force Majeure:** The Club shall not be liable to the Customer or be deemed to be in breach of the Contract or these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract or to these Terms and Conditions if the delay or failure is due to any act beyond the Club's reasonable control, including but not limited to: any act of God; adverse weather conditions, explosion, fire or accident, war or threat of war, terrorist activity or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, royal bereavement, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, epidemic, pandemic or other natural crisis, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, or power failure (each, a "**Force Majeure Event**").
- 15.2. **Effect of Completion/Cancellation:** On completion or cancellation of the Contract for whatever reason:
- (a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
- (b) completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.
- 15.3. **Exclusion of warranties:** Subject as expressly provided in these Terms and Conditions, and except where a Hospitality Booking is sold to a person dealing as a consumer (within the meaning of the Consumer Rights Act 2015), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 15.4. **Statutory rights:** Where a Hospitality Booking is sold under a consumer transaction (as defined by the Consumer Protection from Unfair Trading Regulations 2008) the statutory rights of the Customer are not affected by these Terms and Conditions.
- 15.5. **No partnership:** Nothing in this Contract shall constitute or be construed as constituting a partnership or joint venture between the Club and the Customer or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.
- 15.6. **Privacy/Data:** The use of data provided by the Customer or any Guests in relation to this Contract, any Hospitality Booking and/or any Match(es) (including any personal information) shall be as set out in these Terms and Conditions and shall be governed by the Club's Privacy Policy, details of which are available on the Website. If the Customer or any Guest has any questions or concerns about the Club's use of personal data, they should contact the Club's Data Protection Officer by email at DPO@wolves.co.uk or by post at DPO, Wolverhampton Wanderers Football Club, 67 Waterloo Rd, Wolverhampton WV1 4QR. The Customer acknowledges and agrees that the Club may transfer certain personal data provided by the Customer to the Club to the Catering Supplier for the purposes of clause 3.4 and to enable the Club and the Catering Supplier to provide the hospitality services to the Customer which are purchased by the Customer pursuant to this Contract.
- 15.7. **Assignment:** The Club shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Contract to any third party at any time. The hospitality services provided to the Customer pursuant to this Contract are for the sole use of the Customer and its Guests and the Customer shall not assign, transfer, charge or otherwise dispose of such services (or any other benefits, rights or obligations arising under this Contract) to any other person without the Club's express prior written consent.
- 15.8. **Severability:** If any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the provision shall be amended in a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.
- 15.9. **Waiver:** Failure by the Club to exercise or a delay by the Club in exercising a right or remedy provided under this Contract or by law does not constitute a waiver of that right or remedy or a waiver of any other remedy. A waiver of a breach of any of the terms of this Contract does not constitute a waiver of any other breach and shall not affect the other terms and conditions of this Contract.
- 15.10. **Entire Agreement:** This Contract (being the Booking Form and these Terms and Conditions), the relevant ticket terms and conditions for the Match (which can be found on the Website), the COVID-19 Code of Conduct, the Ground Regulations and any other documents expressly referred to herein constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party.
- 15.11. **Variation:** No variation of the Contract shall be effective unless it is in writing and signed by the parties, save that the Club reserves the right to make amendments to these Terms and Conditions from time to time, provided that the amendments shall not result in any Customer receiving any less than the same or substantially similar benefits to those that the Customer was entitled to receive prior to such amendments. Up to date versions of these Terms and Conditions will be made available as soon as practicable on the Website, and hard copies will be available from the Club upon request. If the Customer wishes to change the details of the Hospitality Booking after the date that the Hospitality Booking is made, then the Customer must notify the Club of that wish in writing as soon as possible. The Club will notify the Customer if it is able to accommodate these changes (in its sole discretion) and/or if the changes give rise to additional charges. Any changes to a Hospitality Booking must be confirmed by the Club in writing.

15.12. **Third Parties:** Any person not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

15.13. **Governing Law and Jurisdiction:** This Contract shall be governed by and construed in accordance with the laws of England and Wales and the Club and the Customer irrevocably agree that any disputes arising under

it (and whether contractual or noncontractual) shall be subject to the exclusive jurisdiction of the English Courts. Notwithstanding the foregoing, the Club reserves the right to pursue legal proceedings in a competent court of the Customer's domicile, where such proceedings shall be governed and interpreted in accordance with English law.

July 2021