



# SEASONAL HOSPITALITY TERMS AND CONDITIONS

These terms and conditions (these “**Terms**”) set out the terms that apply to the purchase and use of Hospitality Membership(s) and provide information about the Club. These Terms, together with the Booking Form, the Club’s privacy policy (<http://www.evertonfc.com/functional/privacy>), the Ground Regulations and (if you use the Website) the Club’s website terms of use (<http://www.evertonfc.com/functional/terms-and-conditions>) (this “**Agreement**”) constitute the contract between you and us for the purchase and use of Hospitality Membership(s). Please note that Hospitality Membership(s) will **automatically renew** as set out in clauses 3.5 to 3.12.

Please read this Agreement carefully and make sure that you understand it before buying any Hospitality Membership(s) and before using any Hospitality Membership(s).

By purchasing Hospitality Membership(s), the Purchaser: (i) certifies that they have read, understood and accepted this Agreement; (ii) agrees to be bound by, and comply with, this Agreement; and (iii) agrees to bring the terms of this Agreement to the attention of their Guest(s), as required below.

Any use of Hospitality Membership(s) by a Purchaser and/or their Guest(s) is strictly in accordance with the terms of this Agreement. By entering the Stadium, a Purchaser and/or Guest certifies that they have read, understood and accepted the terms of this Agreement and agree to be bound by and comply with them.

## 1. DEFINITIONS

- 1.1. The following terms used in these Terms have the following meanings (unless inconsistent with the context):

“**Adult**” has the meaning given to it in clause 3.2;

“**Agreement Term**” has the meaning given to it in clause 2.3;

“**Booking Form**” means the form for the purchase of the Hospitality Membership which sets out, amongst other things, the details of the Executive Lounge and the Fee;

“**Cardholder**” means the holder of a Membership Card (being either the Purchaser or the Guest depending on the context);

“**Catering Supplier**” means the Club’s catering supplier from time to time for the Executive Lounge;

“**Child**” has the meaning given to it in clause 3.2;

“**Club**” means The Everton Football Club Company Limited, the details of which are set out in clause 17;

“**Competitions**” means the men’s professional football competitions known as the Football Association Premier League, the FA Cup and the Football League Cup but does not, for the avoidance of doubt, include any competitions organised by the Union of European Football Associations (such as the competitions known as the Champions League or Europa League);

“**Concession Hospitality Membership**” has the meaning given to it in clause 3.2;

“**Everton Box Office**” means the Club’s box office situated at the Stadium;

“**Executive Lounge**” means the executive lounge selected by the Purchaser in the Booking Form for use as part of the Hospitality Membership, the current options of which are: Dixie Dean Suite; Brian Labone Lounge; 1878 Brasserie; ’85 Lounge; Alex Young Suite; Joe Mercer Suite; The Captains’ Table; The People’s Club; Sky Sports Studio; The Optimum Box; and BT Sport Studio;

“**Fee**” means the total amount payable by (or on behalf of) the Purchaser to purchase the relevant Hospitality Membership(s), as set out in the Hospitality Membership Pack;

“**Football Authority**” means each of the Fédération Internationale de Football Association, the Union of European Football Associations, the Football Association, the Premier League, the Football League and any other relevant football governing body, league or organisation (or any replacement or successor thereto);

“**Hospitality Membership**” means the right to use the Executive Lounge and receive the benefits detailed in the Hospitality Membership Pack for that Executive Lounge, including access to the Stadium to attend the Matches and using the Executive Lounge on each Match day;

“**Hospitality Membership Pack**” means the document provided to the Purchaser prior to the Purchaser purchasing the Hospitality Membership which sets out the various options available for hospitality at the Stadium on Match days and the applicable Fee for those options, in accordance with the terms of this Agreement;

“**GPSL**” means Goodison Park Stadium Limited, a company registered in England with company number 04355318 and registered office at Goodison Park, Goodison Road, Liverpool, Merseyside, L4 4EL;

“**Ground Regulations**” means the ground regulations issued by the Club from time to time that set out the terms and conditions upon which the Cardholder is granted entry to the Stadium, which can be found on the Website <http://www.evertonfc.com/content/tickets/moreinformation/ground-regulations> and on display at the Stadium, a copy of which may be provided upon request to the Everton Box Office;

“**Guest**” has the meaning given to it in clause 6.3;

“**Junior**” has the meaning given to it in clause 3.2;

“**Match**” means each match to be played by the Club’s men’s first team during the Season at the Stadium in any of the Competitions, excluding: (i) any semi-final or final (or replay thereof) played at the Stadium in any of the Competitions (whether or not the Club’s men’s first team plays in such match); or (ii) any other testimonial, friendly, international, or other matches or events at the Stadium which are held at the Stadium independent of the Competitions, whether involving the men’s first team or otherwise;

“**Material**” means any audio, visual or audio-visual material or any information or data;

“**Membership Card**” means the card issued by the Club that allows the Purchaser and/or their Guest to access the Stadium and the Executive Lounge for a Match;

“**Opposing Team**” means, in relation to a Match, the opposing team to the Club’s first team in that Match;

“**Purchaser**” means a purchaser of one or more Hospitality Memberships (or, if the Hospitality Membership(s) are taken out for another person, the person in whose name such Hospitality Membership(s) are taken out);

“**Renewal Date**” has the meaning given to it in clause 3.7(i);

“**Season**” means the English football season relevant to the Hospitality Membership, normally running from August in one year to May in the following year;

“**Stadium**” means Goodison Park Stadium or any temporary or replacement stadium or ground used by the Club’s men’s first team to play its home matches in one or more Competitions during the Season; and

“**Website**” means the Club’s website at: [www.evertonfc.com](http://www.evertonfc.com).

- 1.2. For the purposes of this Agreement, you are a **consumer** if: (i) you are buying the Hospitality Membership for yourself, or on behalf of another person; and (ii) you intend to use the Hospitality Membership for your own personal use (or, if you are buying the Hospitality Membership for another person, for their personal use), which is wholly or mainly outside of your (or their) trade, business, craft, or profession.

- 1.3. For the purposes of this Agreement, you are a **business customer** if you are acting for purposes relating to your trade, business, craft or profession. In that case, by purchasing Hospitality Membership(s), you confirm that you have the authority to bind any business on whose behalf you are purchasing Hospitality Membership(s) to the terms of this Agreement.

- 1.4. In this Agreement:

- 1.4.1. the headings and sub-headings are for identification purposes only, and they do not affect the interpretation of this Agreement; and
- 1.4.2. the word “including” shall be construed without limitation, unless the interpretation is inconsistent with the context.

## 2. PURCHASING HOSPITALITY MEMBERSHIP

### How to purchase

- 2.1. In order to purchase Hospitality Membership(s), the Purchaser shall complete, sign and return the Booking Form to the Club. By completing, signing and returning the Booking Form to the Club, the Purchaser acknowledges and agrees to the terms of this Agreement.
- 2.2. By completing, signing and returning the Booking Form to the Club, the Purchaser makes an offer to the Club to purchase the Hospitality Membership(s) for the Fee and agrees that GPSL has the right to take payment of the Fee from the account details provided in the Purchaser’s Booking Form or confirms that the Purchaser will arrange to process the payment electronically (as applicable).
- 2.3. The contract between the Purchaser and the Club will be formed once the Club has received the signed Booking Form and GPSL has received the Fee in cleared funds or, in the case of direct debit, GPSL has received the first instalment of

the Fee in cleared funds. The Club will provide written confirmation, together with the relevant Membership Card(s), prior to the start of the Season if the contract is formed. Once the Hospitality Membership(s) have been purchased in accordance with these Terms, this Agreement shall remain in full force and effect (unless terminated earlier in accordance with the terms of this Agreement) until the end of a Season after which the Hospitality Membership is not renewed under clause 3.5 (the "Agreement Term").

- 2.4. If a person is buying Hospitality Membership(s) on behalf of a third party (such third party being the Purchaser), then such third party shall be deemed to be acting with the consent of that Purchaser for whom such third party is making that purchase, including acting with the authority of that Purchaser to agree to this Agreement.
- 2.5. Each Membership Card remains the property of the Club at all times and must be produced together with evidence of the Purchaser's (or Guest's) identity if so required by any official, steward or employee of the Club or any police officer. The Club reserves the right to require the immediate return of a Membership Card at any time.

#### Payment

- 2.6. The Fee for each Hospitality Membership is set out by the Club in the Hospitality Membership Pack.
- 2.7. The Fee is payable by the Purchaser to GPLS, a group company of the Club.
- 2.8. The Fee must be either paid up front in whole at the time of purchase (by using a credit or debit card, electronic transfer cheque, or cash) or by way of instalments (using Direct Debit) in accordance with the terms and conditions set out on the Booking Form.
- 2.9. If Hospitality Membership(s) is purchased by direct debit, the Club may cancel the Hospitality Membership(s) if any instalment of the Fee is not received by GPLS by its due date for payment.
- 2.10. If the payment method or details are declined when GPLS attempts to retrieve payment for any Hospitality Membership(s) or any other associated fees, the Club will use reasonable endeavours to contact the Purchaser (using the contact details provided in the Booking Form) to arrange payment. The Stadium's access control system, and the access control system for the Executive Lounge, will not permit the Purchaser and/or Guests attempting to use the affected Membership Card(s) entry to the Stadium and the Executive Lounge for the relevant Match(es) until the relevant payment is received. The affected Membership Card(s) may be cancelled if the Club is not successful in contacting the Purchaser having made reasonable attempts to do so and the Purchaser has not contacted the Club; and the Purchaser will be liable to the Club for any bank, other administrative charges and/or expenses incurred by the Club and/or GPLS as a result of any failed attempted payments.
- 2.11. Whilst the Club makes every effort to ensure that pricing and hospitality information provided on, but not limited to, the Hospitality Membership Pack, the Booking Form or any other literature or by a sales representative is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the Hospitality Membership(s) the Purchaser has ordered, the Club will endeavour to inform the Purchaser as soon as possible, and give the Purchaser the option of reconfirming the Purchaser's order at the correct price/specification (and paying the difference in price to GPLS, if applicable), or cancelling it. If the Club is unable to contact the Purchaser, it will unfortunately have to treat the order as cancelled. If the order is cancelled, a full refund will be provided via the payment method used to purchase the Hospitality Membership.
- 2.12. For the avoidance of doubt, the purchase of the Hospitality Membership only allows the Purchaser (and their Guests) the right to access the Stadium and use the Executive Lounges and the associated facilities and services for the Matches, and it does not grant any Purchaser or Guest exclusive possession of the Stadium or the Executive Lounge, or create a tenancy of any kind.

#### Cancellation rights

- 2.13. **This clause applies if the Purchaser is a consumer:** once purchased, the Purchaser is not entitled to cancel or change the Hospitality Membership(s) (save that a Concession Hospitality Membership may be upgraded on the payment of the applicable supplement in accordance with clause 3.2) because the rights of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to this Agreement. However, the Purchaser has legal rights if the Club does not comply with its obligations in these Terms with reasonable care and skill. Advice about the Purchaser's legal rights is available from the local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights.

#### Terms applying to each Cardholder

- 2.14. A Cardholder may be required at any time whilst at the Stadium to deliver up the Cardholder's Membership Card for inspection by the Club and to prove that the Cardholder is the Purchaser or a Guest in accordance with clause 6.3.

- 2.15. To access the Stadium, the Cardholder must present the Membership Card at the hospitality turnstile reader as directed by the hospitality steward. Admission will be refused to any person who attempts to use the same Membership Card on more than one occasion at the same match, or use a Membership Card which has been cancelled.
- 2.16. A Membership Card does not grant the Cardholder priority in respect of tickets for matches not included in that Hospitality Membership or any other events at the Stadium or in relation to any other stadium.
- 2.17. The Club may from time to time create images and/or audio-visual video footage of the Cardholder attending the Stadium. The Club owns all rights in such images and footage and shall be entitled to use the same for the purpose of: (i) promoting the Club and its commercial partners; and (ii) any other commercial activity, provided such use does not intentionally harm the reputation of the relevant individual whose image is used.
- 2.18. Save as set out in clause 2.19 below, the Cardholder shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to any Match, any players or other persons present in the Stadium, nor may the Cardholder bring into the Stadium or use within the Stadium (or provide to, facilitate or otherwise assist another person to use within the Stadium) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Stadium (and all copies thereof) in whatever form, to the Premier League and/or the Club and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the Premier League and the Club, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. The Cardholder further agrees (if and whenever required to do so by the Premier League and/or the Club) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League and the Club absolutely and with full title guarantee.
- 2.19. Mobile telephones and other mobile devices are permitted within the Stadium provided that: (a) they are 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 Material for any commercial purposes); and (b) no Material that is captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 2.20. The Cardholder is responsible for the security of the Cardholder's belongings and property whilst at the Stadium. The Cardholder is advised that large bags will not be allowed into the Stadium and the Club does not provide storage facilities for such bags or similar items.
- 2.21. The Cardholder shall not offer or distribute (either for free or for sale) within the Stadium any consumer article or commercial product of any nature.
- 2.22. The Club reserves the right to refuse admission to, or eject from, the Stadium any person who fails to comply with these Terms and/or the Ground Regulations and any such person shall become a trespasser immediately upon such failure to comply with these Terms and/or the Ground Regulations.
- 2.23. Any attempt by the Cardholder to gain access to the Stadium wearing or carrying apparel that demonstrates support for the Opposing Team may result in admission being refused or the Cardholder being ejected from the Stadium and in such circumstances no refund or alternative seat will be offered.
- 2.24. The Club does not guarantee that the team for any particular Match will only be selected from the Club's regular first team players.
- 2.25. The issue of Membership Cards by the Club and subsequent access to the Stadium for Cardholders is subject to the rules and regulations of the Football Authorities.

#### 3. MEMBERSHIP CARDS

##### Use of Membership Cards

- 3.1. Hospitality Membership provides access to all Matches and use of the Executive Lounge on Match days.
- 3.2. The Purchaser may not downgrade the Purchaser's Hospitality Membership but may upgrade a Concession Hospitality Membership for any Match at the discretion of the Club, provided the Purchaser notifies the Club of the proposed upgrade at least two business days before the Match. The Club will typically allow upgrades of the following types: (a) a Child to a Junior or an Adult; or (b) a Junior to an Adult. Upgrade prices will be calculated in accordance with the individual Hospitality Membership Match price minus the pro-rata amount paid when purchasing the discounted Hospitality Membership. If the Purchaser is found guilty of abusing the foregoing, the Purchaser will have their Hospitality

Membership withdrawn. For the purposes of this Agreement: (i) a "Child" is defined as a person aged 11 or under on 1 August falling on or around the start of a Season in respect of which Hospitality Membership was purchased for that Season; (ii) a "Junior" is defined as a person aged between 12 and 17 years (inclusive) on 1 August falling on or around the start of a Season in respect of which Hospitality Membership was purchased for that Season (a Child Hospitality Membership and a Junior Hospitality Membership are together referred to as a "Concession Hospitality Membership"); and (iii) an "Adult" is defined as a person aged 18 years or over on 1 August falling on or around the start of a Season in respect of which Hospitality Membership was purchased for that Season.

- 3.3. Any person entering the Stadium on an ineligible Membership Card will have their Membership Card withdrawn and no refund will be given in respect of remaining Matches. The Club reserves the right in such cases to pursue a criminal prosecution and/or a civil remedy.
- 3.4. The Purchaser must promptly notify the Everton Box Office in writing of any change of their address or other contact details.

##### Automatic renewal of Hospitality Membership

- 3.5. The Club shall automatically renew the Purchaser's Hospitality Membership(s) for the following Season in accordance with clauses 3.5 to 3.12. Automatic renewal shall only apply:
- 3.5.1. at the end of a Season for the next Season for as long as competitive home matches of the men's first team for the next Season are scheduled to be played at Goodison Park. For the avoidance of doubt, Hospitality Membership shall not be automatically renewed in advance of any Season during which the First Team will play competitive home matches at a stadium other than Goodison Park; and
- 3.5.2. if the Purchaser has purchased the Hospitality Membership by direct debit.
- 3.6. For the avoidance of doubt, the Purchaser's Hospitality Membership shall be renewed as a Child, Junior or Adult Hospitality Membership (as applicable) in accordance with the Club's records as to the age of the Purchaser.
- 3.7. The Club shall inform the Purchaser no later than 21 days before 6 April towards the end of a Season:
- (i) of the date on which their Hospitality Membership(s) shall automatically renew (the "Renewal Date");
- (ii) the price for such renewal;
- (iii) the terms and conditions applicable to the subsequent Season's Hospitality Membership(s);
- (iv) how the Purchaser can notify the Club that the Purchaser does not wish to have their Hospitality Membership(s) renewed; and
- (v) any other information that is relevant to such renewal.
- 3.8. GPLS shall take payment for the renewal of the Purchaser's Hospitality Membership(s) either: (a) by using the payment card details provided by the Purchaser to the Club or GPLS for the original purchase of the Hospitality Membership(s) (or where the Hospitality Membership(s) has previously been automatically renewed, the payment card details provided to the Club or GPLS for such renewal, if different); or (b) if the Purchaser's payment card details used to make the previous purchase of Hospitality Membership(s) are no longer valid, by using any payment card details provided to the Club or GPLS by the Purchaser for the purchase of other tickets. If the Club or GPLS does not have valid payment card details for the Purchaser, or the Purchaser wishes to use different payment card details, the Purchaser will notify the Club of their payment card details and the Club or GPLS will use those details for the renewal.
- 3.9. If the Purchaser does not wish to renew their Hospitality Membership(s) for the subsequent Season, the Purchaser shall provide notice to the Club (in the form specified by the Club in the notice sent by the Club under clause 3.7 or by using the contact details in clause 17.1 below) prior to the Renewal Date. Such Hospitality Membership(s) shall not be renewed (and therefore shall be deemed cancelled) and shall be made available for re-sale to the general public.
- 3.10. If the Club does not receive notice from the Purchaser that the Purchaser does not wish to renew their Hospitality Membership(s) for the subsequent Season under clause 3.9, then:
- (i) such Hospitality Membership(s) shall automatically renew on the Renewal Date for the subsequent Season and the Purchaser shall have no right to choose not to renew such Hospitality Membership(s) for that Season or to cancel the renewal; and
- (ii) the Purchaser shall be deemed to have accepted the terms and conditions applicable to the renewed Hospitality Membership provided by the Club under clause 3.7(iii).

3.11. If the Purchaser fails to provide the Club or GPLS with a valid payment method for the renewal of their Hospitality Membership(s) and the Club is unable to process the renewal of such Hospitality Membership(s), then such Hospitality Membership(s) shall not be renewed (and therefore shall be deemed cancelled) and shall be made available for re-sale to the general public.

3.12. The Club shall be entitled to withdraw the Purchaser's Hospitality Membership from the automatic renewal process.

##### Concession Hospitality Membership

- 3.13. Concession Hospitality Membership applications (must be accompanied by a photocopy of a valid passport or birth certificate. Failure to produce the required identification will result in the Hospitality Membership being held back from release until such identification has been produced to the Club and the Club will not be responsible for, and shall not offer any refund in relation to, any Matches missed as a consequence. A Concession Hospitality Membership is only available with an accompanying Adult Hospitality Membership.
- 3.14. In order to maintain the safety and security of young patrons, Child and Junior Hospitality Membership holders must be accompanied by a responsible Adult at all times.

#### 4. EXECUTIVE LOUNGE

##### Entrance of the Executive Lounge

- 4.1. Access to the relevant Executive Lounge on Match days will:
- 4.1.1. start two and half hours before kick-off for evening fixtures and three hours before kick-off for all other fixtures; and
- 4.1.2. end a maximum of one hour and twenty minutes after the end of that Match (the final whistle).
- 4.2. The Club reserves the right to alter the access times set out in clause 4.1 at its sole and absolute discretion. The Club will use reasonable endeavours to inform the Purchaser of any such change.
- 4.3. To gain access to the Executive Lounge, the Cardholder must enter the Executive Lounge through the entrance that is stated on that Membership Card. The Cardholder must scan the Membership Card at the correct entrance.
- 4.4. A Cardholder must produce the Membership Card, together with evidence of their identity, if requested to do so by a member of Club staff. Failure to comply with this may result in ejection from the Executive Lounge.
- 4.5. Unless authorised by the Club, persons under the age of 18 shall not be permitted to enter or remain in an Executive Lounge unless accompanied by an adult, being a person over the age of 18. The Club reserves the right to refuse admission to, or eject from, the Executive Lounge, any person who cannot prove that they are over 18 who is not in the company of an adult.
- 4.6. The Cardholder shall behave respectfully toward members of staff of the Club and Catering Supplier, and fellow guests. If, in the Club's opinion, these standards are not met, the Cardholder will be ejected from the Stadium and the Club may suspend (at its sole discretion) the Hospitality Membership.

##### Dress code

- 4.7. The dress code for the Executive Lounge is set out in the Hospitality Membership Pack. Such dress code must be adhered to in order to access the Executive Lounge and at all times whilst the Cardholder is in the Executive Lounge. Failure to do so may result in the Cardholder being refused entry into, or ejected from, the Executive Lounge. For the avoidance of doubt, any items of clothing or apparel indicating support for opposition teams are not permitted.
- 4.8. The Club reserves the right to refuse admission to any person who in the Club's opinion, acting reasonably, is wearing inappropriate items of clothing and/or footwear and shall be entitled to require any such person to leave the Executive Lounge. In such circumstances, no refund shall be payable.

##### Catering and refreshments

- 4.9. Catering shall be provided in the Executive Lounge by the Catering Supplier in accordance with the Hospitality Membership Pack. The Cardholder shall pay the Club for any pre-booked catering as agent for the Catering Supplier. The Cardholder shall pay the Catering Supplier directly for any other catering.
- 4.10. Full food service will not be guaranteed to Cardholders who arrive less than 75 minutes prior to kick off.
- 4.11. In all Executive Lounges on Match days, the sale of alcohol will begin at the Executive Lounge's opening time (as specified in that Executive Lounge) and end at kick-off. Drinks service will resume 15 minutes before half-time and cease at the start of the second half. Bars will re-open for the sale of alcohol for a maximum of 60 minutes after the final whistle. The Club reserves the right to alter the foregoing times, at its discretion. Times may vary for safety and crowd control purposes and may change on the instructions of Merseyside Police and the Licencing Authority.

- 4.12. Cardholders are prohibited from bringing into the Executive Lounge or consuming in the Executive Lounges, any food or drink (whether alcoholic or otherwise) which has not been provided by the Club and/or the Catering Supplier. Cardholders shall refrain from consuming food and drink purchased in the public concourse areas of the Stadium in the Executive Lounge.
- 4.13. The provision of any food or drink (whether alcoholic or otherwise) to any persons in the Executive Lounge is conditional upon all legal restrictions applicable to the Club and/or the Catering Supplier (including all restrictions imposed by, and any regulation of, any relevant licensing or other governing body or authority) and the grant of any necessary licences.
- 4.14. Cardholders shall consume all alcoholic drinks within the interior of the Executive Lounge and not within sight of the Stadium's pitch. Where drinks are bought on a consumption basis, spirits and open bottles cannot be returned. Alcoholic drinks cannot be removed from the Executive Lounge.
- 4.15. Cardholders shall abide by the Sporting Events (Control of Alcohol, etc.) Act 1985 (the "Act") (as amended) and by all other instructions issued by the Club relating to the consumption of alcohol at the Stadium. If a Cardholder is convicted of an offence contrary to the Act or fails to comply with any instructions issued by the Club relating to the consumption of alcohol at the Stadium (and/or the Club reasonably suspects that such an offence has been committed or instructions issued by the Club have not been complied with) the Club may either:
- 4.15.1. terminate or suspend this Agreement; and/or
- 4.15.2. eject the Cardholder from the Stadium (if the offence or suspected offence is committed on the day of a Match).
- 4.16. The Club reserves the right to refuse to serve alcohol to any Cardholder in its absolute discretion.

#### Car Parking

- 4.17. If the Hospitality Membership includes a car parking space(s) in one of the Club's designated car parks, the Club will not be liable for any loss or damage to any property belonging to the Purchaser or any Guest caused by circumstances outside the Club's reasonable control.

#### No re-admittance policy

- 4.18. There is no re-admittance to the Stadium under any circumstances. Movement between the Executive Lounge and any other executive lounges at the Stadium is not allowed, save where permitted by the Club in its absolute discretion.

#### No public statements

- 4.19. Cardholders are not permitted to make any public statement, announcement, declaration, or carry out or be associated with any promotional activity of whatever nature which, expressly or impliedly, refers to a relationship between: (i) the Cardholder or third party associated with the Cardholder; and (ii) the Club and/or any Club affiliated company, including Everton in the Community.

#### Alternative executive lounge

- 4.20. The Club reserves the right, acting in its sole and absolute discretion, to move a Cardholder to an alternative executive lounge within the Stadium if required for operational or other reasons (including: (a) health and safety requirements; (b) the need for repairs or alteration to be made to the Executive Lounge or any fixtures or fittings therein and such repairs or alterations are in the Club's opinion necessary or desirable; or (c) any other circumstances at the Club's discretion). The Club will use reasonable endeavours to inform the Purchaser of any move in advance of the Match in question and, if the alternative executive lounge would normally cost the Purchaser less than the Executive Lounge, the Club will offer the Purchaser a pro-rata refund of the difference in price between the alternative executive lounge and the Executive Lounge.

#### 5. THE DATES AND TIMES OF MATCHES

- 5.1. No refunds will be made in respect of Matches not attended or in any circumstance where the Club has cancelled a Membership Card as a result of the Purchaser and/or their Guest(s) breaching these Terms. Save as set out in clause 5.4, no refunds will be made in respect of Matches postponed, abandoned, delayed or rescheduled to accommodate live television coverage or for any other reason.
- 5.2. No guarantee is given by the Club that any Match will take place at a particular time or on a particular date. The Club and/or the relevant Football Authority reserves the right from time to time to reschedule any Match without notice (including the date and/or the kick-off time), including to accommodate live television broadcasts and/or cup competition fixtures. No guarantee is given by the Club that any Match will take place at a particular time or on a particular date. A Membership Card for a Match that is re-arranged shall provide the Cardholder entry to the re-arranged Match (unless such Membership Card is refunded under clause 5.4).
- 5.3. Save as set out in clause 5.4, the Club will have no liability whatsoever in relation to any costs incurred by the Cardholder in relation to travel,

accommodation or other related expenses arising out of or in connection with any postponed or abandoned Match or any rearranged fixture.

- 5.4. In the unlikely event that a Match covered by the Membership Card is postponed, abandoned, cancelled or delayed and not subsequently re-arranged, the Purchaser of that Membership Card will be entitled to a pro rata refund (calculated as the total price of the Hospitality Membership divided by the total number of Matches covered by that Hospitality Membership).

#### 6. BRINGING A GUEST

- 6.1. Save as expressly set out in these Terms, Hospitality Membership(s) cannot be exchanged or transferred.
- 6.2. Membership Card(s) are for the Purchaser's sole use. Save as set out in this clause 6 and/or with the express authorisation provided by the Club to the Club's official resellers to resell the Hospitality Memberships, the Purchaser shall not resell, assign or transfer their Membership Card(s) (or the benefit of it or them) to any other person without the prior written consent of the Club. References in these Terms to reselling a Membership Card includes offering to sell a Membership Card, exposing a Membership Card for sale, making a Membership Card available for sale by another person and/or advertising that a Membership Card is available for purchase. For the avoidance of doubt (and by way of example only), a Membership Card 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 Premier League and/or the Club.
- 6.3. If more than one Membership Card is issued to the Purchaser, or the Purchaser cannot attend a particular Match included within their Hospitality Membership, the Purchaser may transfer the use of the relevant Membership Card(s) for that Match to a natural person (each a "Guest") in one of the following ways:
- 6.3.1. with the express written consent of the Club; or
- 6.3.2. to a Guest provided that:
- 6.3.3. the Guest is known to the Purchaser personally;
- (i) it is for the Guest's personal use only;
- (ii) the Guest would be entitled (under these Terms) to purchase such Membership Card and attend such Match;
- (iii) the sale or transfer takes place in consideration of no payment or benefit which is in excess of the pro rata value of the Membership Card for that Match (calculated as the total price for the Hospitality Membership divided by the total number of Matches covered by that Hospitality Membership); and
- (iv) the sale or transfer does not take place during the course of any business or for the purpose of facilitating any third party's business (other than to the extent that you are a **business customer** and are using the additional Hospitality Membership for corporate hospitality purposes only, which are not, of themselves, a core activity of your business).
- 6.4. For the avoidance of doubt, any Hospitality Membership that is purchased at a concession price may only be provided to a Guest who fulfils the terms of that concession (unless the Purchaser upgrades that Hospitality Memberships in accordance with the provisions of clause 3.2).
- 6.5. Any Purchaser wishing permanently to transfer their Hospitality Membership to a third party should write to the Club and the Club shall consider their request. Where the Club, in its absolute discretion, consents to such a transfer, the Purchaser shall comply with the Club's reasonable instructions and directions to effect such transfer at their own cost. The Club shall not be obliged to transfer the contract for the Hospitality Membership to any third party.
- 6.6. Cardholders are not permitted to use Hospitality Membership(s) as gifts or prizes in any competitions or other promotional activities of whatever nature without the Club's prior written permission, to be given or withheld in its absolute discretion.
- 6.7. A resale or transfer of a Membership Card by the Purchaser to any Guest will be made in accordance with these Terms and the Ground Regulations which will (save for any rights to transfer under this clause 6 or any rights or obligations specific to the Purchaser rather than a Guest) apply to and bind that Guest as if they were the original purchaser of the Hospitality Membership. The Purchaser must inform the Guest of this and the Club shall hold the Purchaser responsible if the Purchaser fails to so notify each Guest. The Purchaser must provide the name and address of each Guest(s) when asked to do so by any official, steward or employee of the Club or any police officer.
- 6.8. The unauthorised sale or disposal of a Membership Card (either as a whole or for a particular Match or Matches) 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, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Club will inform

the police when it becomes aware that a Membership Card has been sold or disposed of illegally and will press for charges to be brought against those breaking the law.

#### 7. SEATS

- 7.1. No Membership Card shall provide the Cardholder with title to the seat specified or any other seat in the Stadium and the Cardholder is not granted any right to reserve any such seat for any subsequent Season.
- 7.2. The Cardholder must occupy the seat allocated to the Cardholder by the Membership Card, unless notified by the Club that the Cardholder must sit in a different seat in accordance with clause 7.3 below.
- 7.3. The Club reserves the right, in its sole discretion, to allocate to the Cardholder (on a temporary basis) an alternative seat anywhere in the Stadium, including (without limitation):
- 7.3.1. when the stand or part of the stand in which the seat is allocated is closed for repairs, maintenance or re-build;
- 7.3.2. to comply with the requirements of any Football Authority;
- 7.3.3. when the away fans are allocated the entire or any part of the stand at the Stadium usually occupied by the Cardholder; or
- 7.3.4. when the Club, the police or any other relevant authority or Football Authority otherwise considers it desirable in the interests of safety, crowd control or other Club requirements to re-allocate the seat.

The Club will use reasonable endeavours to ensure that such alternative seat is of at least equal value to the original seat but if the alternative seat is of lower value then the Club will pay to the Purchaser a refund equal to the difference in the price of the seats.

- 7.4. Membership Card admits the Cardholder to such areas within the Stadium and at such times as notified to the Purchaser during the order process and as the Club may from time to time determine and in accordance with these Terms and the Ground Regulations.
- 7.5. The Cardholder is not entitled to re-enter the Stadium if they leave the Stadium at any time on a Match day, except where the Club expressly approves such re-entry. The Club will only give such approval where the Cardholder had a compelling reason to leave the Stadium in the first instance (for example, reasons of medical emergency).
- 7.6. The Club shall have no liability to the Cardholder for any interruptions and/or restrictions to the Cardholder's view of any Match and/or any impact on their enjoyment of any Match which in each case is caused by either the position of their allocated seat and/or other ticket holders in the Stadium.

#### 8. REPAIRS AND MAINTENANCE

- 8.1. The Club will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the Stadium provided that the Club will not accept liability for, and shall not be in breach of its obligations by reason of, any breakages or defects to any part of the Stadium which are not the result of fair wear and tear or are caused by the Cardholder's acts or omissions. Notwithstanding the foregoing, the Club will not be liable for and will not be in breach of its obligations by reason of any breakages in, or defects to, any part of the Stadium if, pursuant to clause 7.3 or otherwise, it provides the Cardholder with an alternative seat (or seats) at the Stadium.
- 8.2. The Club has the right to charge the Purchaser for the cost of repairs, maintenance, replacement or cleaning of any part of the Stadium (including the Executive Lounge), or any fixtures or fittings therein, resulting from any act or omission of the Purchaser or their Guest other than as a result of fair wear and tear. In addition, **if the Purchaser is a business customer**, the Purchaser agrees to indemnify the Club against the cost of repairs, maintenance, replacement, and/or cleaning of the Stadium (including the Executive Lounge), and/or any fixtures or fittings therein, resulting from any act or omission of the Purchaser and/or their Guest(s), other than as a result of fair wear and tear.
- 8.3. The Club may at any time carry out emergency repairs to any part of the Stadium (including the Executive Lounge) to which the Cardholder has access, or any fixtures or fittings therein, or any adjoining property of the Club, and to suspend access to such areas of the Stadium (including the Executive Lounge) as necessary.

#### 9. LOST, FORGOTTEN, STOLEN OR DAMAGED MEMBERSHIP CARDS

- 9.1. If the Purchaser or a Guest forgets a Membership Card for a Match then the Purchaser (either on its own behalf or on behalf of a Guest) may apply for a print of a Membership Card for that Match. The Purchaser must present proof of identification at the time the Purchaser makes an application for a replacement ticket.
- 9.2. In the unlikely event that a Membership Card develops a fault, the Purchaser should return it to the Club's Hospitality Team as soon as possible and the Purchaser may be issued with a ticket for any Match played in the time during

which the fault is being investigated. The fault will be investigated and the Club will endeavour to resolve the issue before the next Match, if possible.

- 9.3. The Purchaser should bring proof of identification (e.g. driving licence or passport) when reporting Membership Cards which have been lost, stolen or forgotten. If the Purchaser cannot show satisfactory proof of identification upon request, the Club will not allow the Purchaser access into the Stadium.
- 9.4. No refunds shall be paid in respect of any Match which a Membership Card entitles the Purchaser to attend but which the Purchaser (or their Guest) does not attend.
- 9.5. If a Membership Card is lost, stolen or damaged a replacement Membership Card may be issued at the Club's discretion, provided that the Purchaser: (i) pays to the Club a £10 replacement fee per Membership Card; and (ii) signs a document confirming that the original Membership Card is damaged, lost, stolen or destroyed and confirms to the Club that the Purchaser will be liable for any direct or indirect consequences of such matter having been falsely represented or stated to the Club. In the case of stolen Membership Cards:
- 9.5.1. the Purchaser shall notify the Club's Hospitality Team immediately upon becoming aware that such Membership Cards have been stolen and the Club will issue new Membership Cards; and
- 9.5.2. the Club shall cancel the old Membership Cards so that they no longer provide access to the Stadium.

#### 10. BREACH OF THESE TERMS AND/OR THE GROUND REGULATIONS

- 10.1. The Purchaser shall procure compliance by their Guests with these Terms and/or the Ground Regulations. If any Guest breaches these Terms and/or Ground Regulations, the Purchaser and such Guest shall both be individually and collectively liable to the Club.
- 10.2. Any Membership Card obtained or used in breach of these Terms and/or the Ground Regulations shall be automatically void and all rights conferred or evidenced by such Membership Card shall be immediately cancelled. If the Cardholder seeks to use a Membership Card in breach of these Terms and/or the Ground Regulations in order to gain entry to the Stadium or remain at a Match, the Cardholder shall be a trespasser and may be refused entry to, or ejected from, the Stadium in respect of a particular Match and/or may have the Hospitality Membership cancelled or withdrawn.
- 10.3. Any misconduct by the Cardholder in a manner which the Club considers is detrimental to its interests or is likely (in the reasonable opinion of the Club) to bring football or the Club into disrepute, shall permit the Club to: (i) confiscate or forfeit (in each case without compensation) the Membership Card(s); and/or (ii) ban the Cardholder from attending future Matches or other events at the Stadium for such period of time as the Club deems appropriate.
- 10.4. Racial, homophobic, sexual, sectarian, racial or discriminatory abuse, chanting or harassment is strictly forbidden and will result in arrest and/or ejection from the Stadium. If the Cardholder abuses any football player, supporter, member of staff or any other individual in or around the Stadium, the Cardholder will face arrest and prosecution by the police. The Club reserves the right to impose a ban on the Cardholder. Any person receiving an official caution or found guilty in a court of law of an offence involving racist, homophobic or sectarian behaviour or abuse against any spectator, official or player will be banned from all future football matches at the Stadium.
- 10.5. The following actions shall constitute a serious breach of these Terms:
- 10.5.1. smoking (including electronic cigarettes and all other electronic smoking devices) which is banned in all areas of the Stadium;
- 10.5.2. being (or appearing to be) intoxicated;
- 10.5.3. persistent standing in seated areas whilst play is in progress;
- 10.5.4. the sale or transfer (save as permitted) of a Membership Card to any person;
- 10.5.5. the deliberate misuse of a Membership Card;
- 10.5.6. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
- 10.5.7. the throwing of any object within the Stadium that may cause injury or damage to people or property without lawful authority or excuse;
- 10.5.8. the use of foul, abusive, racist, homophobic and/or sectarian language and/or gestures;
- 10.5.9. the chanting of anything of an indecent, racist, homophobic or sectarian nature;
- 10.5.10. fighting, or engaging in and/or inciting violence;
- 10.5.11. bringing any of the following into the Stadium (or using them within the Stadium): fireworks, flares, smoke canisters, smoke bombs, laser devices, air horns, knives, bottles, glass vessels, cans, poles, illegal

drugs/substances and any article that might be used as a weapon and/or compromise public safety;

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

**10.5.13.** the supply of any misleading or incorrect information in any application; and

**10.5.14.** 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 Membership Card.

**10.6.** In addition to clauses 10.1 to 10.5, in the event that the Cardholder is in breach of these Terms and/or the Ground Regulations, the Club may:

**10.6.1.** report the matter to the Premier League (who in turn may notify other Premier League clubs) and/or the UK Football Policing Unit and/or any other Football Authority; and/or

**10.6.2.** report the matter directly to the police and/or take legal action.

The Cardholder also acknowledges that they may face action from the police in the event of certain of these breaches which may, among other things, render the Cardholder liable to a fixed penalty fine and/or criminal prosecution.

**10.7.** Any Guest, acting alone or with others, whose conduct, or incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, shall be both individually responsible and liable, and collectively responsible and liable with the Purchaser, to the Club for any loss the Club thereby suffers. The Guest shall also be both individually responsible and liable, and collectively responsible and liable with the Purchaser, to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to the Match using the ticket with the Cardholder's permission.

**10.8.** No refund shall be provided to the Purchaser for any Match during which the Purchaser and/or the Purchaser's Guest is ejected from the Stadium (or rejected from entering the Stadium) pursuant to these Terms and/or the Ground Regulations.

**10.9.** If a Hospitality Membership(s) is cancelled, withdrawn, suspended or terminated early by the Club in accordance with these Terms and/or the Ground Regulations, no refund shall be payable by the Club for any amount of the Fee (including any amount of the Fee reflecting the Matches for which the Purchaser is no longer entitled to exercise their Hospitality Membership(s)).

**10.10.** In the event that the Club decides to cancel the Membership Card(s) and/or issue the Cardholder with a Stadium ban, the Cardholder shall have the right to appeal this decision in writing to the Club's Head of Legal Services within seven days of the date of notification of the Club's decision. Such appeal shall include all evidence on which the Cardholder wishes to rely.

## 11. UNDERTAKINGS

**11.1.** The Cardholder shall at all times during the Agreement Term:

**11.1.1.** use all Membership Cards in a proper and lawful manner and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other spectators or visitors to the Stadium or local residents) or to render void or voidable, in part or in whole, any insurance maintained by the Club in respect of the Stadium; and

**11.1.2.** ensure that no part of the Stadium to which the Cardholder may be granted access is damaged (fair wear and tear excepted).

## 12. EXCLUSION OF LIABILITY

**12.1.** Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

**12.1.1.** or personal injury caused by negligence;

**12.1.2.** fraud or fraudulent misrepresentation; and

**12.1.3.** any other losses which cannot be excluded or limited by applicable law.

**If you are a consumer the following clauses apply to you:**

**12.2.** In addition to clause 12.1, nothing in this Agreement seeks to exclude or limit the Club's liability to the Cardholder in respect of:

**12.2.1.** any liability incurred under section 2(3) of the Consumer Protection Act 1987 (defective products); and

**12.2.2.** any other matter for which it is not possible to exclude or limit liability under section 57 of the Consumer Rights Act 2015.

**12.3.** If the Club fails to comply with these Terms, the Club will only be responsible for any loss or damage that the Cardholder suffers as a foreseeable result of the Club's breach of these Terms and/or our negligence. The Club will not be

responsible for any loss or damage which is not foreseeable. Loss or damage is considered foreseeable if it is an obvious consequence of the Club's breach, or if the Club was aware of the risk of loss at the time that the Purchaser purchased the Hospitality Membership.

**12.4.** Except as otherwise set out in these Terms, and without affecting clauses 12.1 and 12.2, the Club shall not have any liability to a Cardholder in respect of any failure to carry out, or any delay in carrying out, any of the Club's obligations under these Terms, including admitting a Cardholder for a particular Match or providing the Purchaser with their Membership Card(s), which is caused by any circumstances which are outside of the Club's reasonable control and provided always that the Club will take reasonable steps to prevent or minimise the delay or failure.

**12.5.** The Club provides the Cardholder with the Hospitality Membership(s) for their domestic and private use and the Cardholder agrees not to use the Hospitality Membership for any commercial or business purposes, and the Club has no liability to that Cardholder for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**12.6.** The Club will not be liable to a Cardholder for any loss, theft, or damage to any of their personal articles which are left or displayed in the Stadium, other than to the extent that such loss, theft, or damage results from the negligence or any other breach of duty by the Club.

**12.7.** Nothing in this Agreement is intended to affect the statutory rights of the Ticket Holder. Advice about the Ticket Holder's statutory rights is available from the Ticket Holder's local Citizens' Advice Bureau or Trading Standards office.

**If you are a business customer the following terms apply to you:**

**12.8.** In addition to clause 12.1, to the maximum extent permitted by law, the Club expressly excludes its liability for:

**12.8.1.** any loss suffered as a result of the exercise by the Club of its rights under these Terms;

**12.8.2.** any loss, damage or injury to any Cardholder(s) including any property belonging to that Cardholder(s) (including on their approaches to the Stadium and in the car parks) however caused;

**12.8.3.** any loss, damage or injury caused to any Cardholder(s) cause by these Terms;

**12.8.4.** any indirect, special or consequential losses;

**12.8.5.** any loss of profits, loss of business opportunity, loss of business, business interruption, loss of use, loss of opportunity, or loss of revenue;

**12.8.6.** any losses arising from any interruptions and/or restrictions to the view of, or enjoyment of, a Match arising out of or in connection with the actions of any other spectator;

**12.8.7.** any loss incurred arising out of or in connection with any cancelled rearranged, postponed or abandoned Match including any indirect or consequential loss, loss of enjoyment or travel costs;

**12.8.8.** any late delivery or non-delivery of any Membership Cards or other materials required for Hospitality Membership resulting from the actions or omissions of any postal service provider;

**12.8.9.** any failure to provide or delay in providing facilities, services, food or beverages in the Executive Lounge as a result of events or matters outside its control; and

**12.8.10.** any failure to carry out or delay in carrying out any of the Club's obligations under these Terms including admitting a Cardholder to the Stadium for a particular Match cause by any circumstance outside its reasonable control.

**12.9.** In addition to clauses 12.1 and 12.8, the Club's total aggregate liability arising under or in connection with the Hospitality Membership and this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed a sum equivalent to the Fee.

## 13. DATA PROTECTION

**13.1.** The Club is committed to protecting the privacy of all Cardholders. Any personal data that the Cardholder provides will be used in accordance with the Club's privacy policy, a copy of which can be found on the Website (<http://www.evertonfc.com/functional/privacy/everton-football-club>) or is available upon request from the Everton Box Office.

**13.2.** The Club may share the information of the Cardholder with the Merseyside Police in order to prevent and reduce crime and/or to assist the police in investigating and/or prosecuting offenders or suspected offenders.

**13.3.** If the Cardholder is convicted of a ticket touting offence, or the Club reasonably suspects that the Cardholder has committed such an offence, the Club will notify the Premier League who may in turn notify other football clubs, Football

Authorities, event holders and/or the relevant law enforcement authorities. The information that the Club shares may include the Cardholder's personal data, information about the offence and about ticket purchases (including payment details). The Club will use this to identify and prevent ticket touting offences and disorder at matches.

## 14. THE CARDHOLDER'S LIABILITY

**14.1.** 14.1. The Cardholder shall be responsible for, and liable to, the Club for any and all costs, expenses, damages and losses of whatever nature, however incurred or suffered by the Club (whether directly or indirectly) which arise as a result of:

**14.1.1.** a failure by the Cardholder to pay any sums due to the Club or the Catering Supplier;

**14.1.2.** an act or omission by the Cardholder that causes damage to the Stadium (including the Executive Lounge), other Club property, or Club employees, with the exception of damage which is caused by either reasonable wear and tear or a defective product; and

**14.1.3.** a material breach of this Agreement by the Cardholder,

and the Purchaser shall be jointly responsible for, and liable to, the Club (with the Guest) if their Guest is responsible for causing any of the foregoing costs, expenses, damages and/or losses.

**14.2.** In addition to the provisions in clause 14.1, **if the Cardholder is a business customer**, the Cardholder shall indemnify the Club against all costs, charges, claims, expenses (including legal fees and expenses), demands and liabilities suffered or incurred by the Club which arise as a result of or in connection with:

**14.2.1.** a failure by the Cardholder to pay any sums due to the Club or the Catering Supplier;

**14.2.2.** an act or omission by the Cardholder which causes damage to the Stadium (including the Executive Lounge), other Club property, or Club employees, with the exception of damage which is caused by either reasonable wear and tear or a defective product; and

**14.2.3.** a material breach of this Agreement by the Cardholder,

and the Purchaser shall indemnify the Club if their Guest is responsible for any of the foregoing.

## 15. OTHER IMPORTANT TERMS

**15.1.** If any clause (or part of a clause) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other clauses shall remain in force.

**15.2.** The failure of the Club to exercise or enforce any right conferred on the Club by these Terms shall not be deemed to be a waiver of any other rights, powers or remedies, or the exercise or enforcement of any right, power or remedy available to the Club at that time.

**15.3.** Save for the Catering Supplier, nothing in these Terms is intended to confer a right or remedy on any person who is not a party to this Agreement.

**15.4. If the Cardholder is a business customer, the following also applies to the Cardholder:** this Agreement constitutes the entire agreement between the Cardholder and the Club in relation to the subject matter, and replaces and extinguishes all prior agreements, promises, assurances, warranties, representations and understandings of any nature between the Cardholder and the Club, whether oral or written, in relation to that subject matter. The Cardholder acknowledge that in entering into this Agreement, it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings, or representations that were made by or on behalf of the Club in relation to the subject-matter of this Agreement at any time before its acceptance of this Agreement (together, "**Pre-Contractual Statements**"), other than those that are set out expressly in this Agreement. The Cardholder hereby waives all rights and remedies which might otherwise be available to the Cardholder in relation to such Pre-Contractual Statements (although nothing in this section shall exclude or restrict the liability of the Cardholder or the Club arising out of pre-contract fraudulent misrepresentation or fraudulent concealment).

**15.5.** The Cardholder shall not be entitled to use any of the Club's intellectual property (including but not limited to the Club's marks, logos, names, brands, images or photos relating to the Club, the Club's first team players or the Stadium) in any promotions, advertising or marketing material without obtaining the Club's prior written consent.

**15.6.** Each right or remedy of the Club under these Terms is without prejudice to any other right or remedy of the Club whether under these Terms or not.

**15.7.** This Agreement is governed by the laws of England and Wales. This means that any dispute or claim arising out of or in connection with this Agreement will be governed by, and construed in accordance with, the laws of England and Wales.

## 15.8. If the Cardholder is a consumer then:

**15.8.1.** the Cardholder and the Club agree to submit to the non-exclusive jurisdiction of the English courts in relation to any dispute (both contractual and non-contractual) arising out of or in relation to these Terms

**15.8.2.** if the Cardholder is a European Union resident, the Cardholder will benefit from any mandatory provisions of the law of the country in which the Cardholder is resident. Nothing in these Terms, including clause 15.7, affects the Cardholder's rights as a consumer to rely on such mandatory provisions of local law; and

**15.8.3.** if the Cardholder is a European Union resident, if a Cardholder wishes to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. The Club is not obliged to participate in online dispute resolution.

**15.9. If the Cardholder is a business customer** then the Cardholder and the Club agree to submit to the exclusive jurisdiction of the English courts in relation to any dispute (both contractual and non-contractual) arising out of or in relation to these Terms.

## 16. CHANGES TO THESE TERMS & CONDITIONS

**16.1.** The Club may change or add to these Terms for security, legal or regulatory reasons during the Season, provided that:

**16.1.1.** the Club shall give the Purchaser at least one month's notice of any changes or additions; and

**16.1.2.** the Club will not use this right to vary the price for that Season or the main rights granted to the Purchaser for that Season under these Terms.

## 17. ABOUT THE CLUB AND CONTACT DETAILS

**17.1.** Hospitality Membership is sold by the Club. The Club is a company registered in England with company number 00036624, registered office Goodison Park, Goodison Road, Liverpool L4 4EL, telephone number 0151 556 1878, fax number 0151 286 9119, e-mail using the URL <http://www.evertonfc.com/functional/contact-us> and VAT registration number GB 163667345.

**17.2.** Any enquiries or complaints in relation to these Terms should be made to the Club's Head of Hospitality in one of the following ways:

**By post:**

Head of Hospitality, Hospitality Department Everton Football Club, Goodison Park, Goodison Road, Liverpool, L4 4EL

**By e-mail:**

[Oliver.Wright@evertonfc.com](mailto:Oliver.Wright@evertonfc.com)

**By telephone:**

0151 556 1878

**17.3.** Any complaint notified to the Head of Hospitality using the contact details set out in clause 17.2 will be acknowledged within 48 hours and replied to in full within 10 working days.

