



## PRIVATE BOX

### Private Box - Terms and Conditions

These Private Box Terms and Conditions (which are incorporated into your Private Box Agreement) set out the terms and conditions that will apply to your use of your Private Box.

#### 1. Definitions and Interpretation

1.1 In the Private Box Agreement, the following terms have the following meanings:

**Box Holder** or references to you, your or similar shall mean the person entering into the Private Box Agreement;

**Box Holder Code of Conduct** means the code of conduct that applies to Box Holders and Box Holder Guests, as provided on WNSL's website or otherwise notified to you;

**Box Holder Guest** means any individual holding an Event Ticket issued to you or using your Private Box pursuant to your rights under the Private Box Agreement, including, for example, your employees, representatives, clients, friends, family members or other guests;

**Car Park** means any area designated as a car park by WNSL for a Box Holder or a Box Holder Guest to park a vehicle when attending an Event;

**Car Park Operator** means the official operator of a Car Park from time to time. The Car Parks are currently operated by Wembley Park, Quintain Estates and Developments Plc at 16 Grosvenor Street, London, W1K 4QF;

**Club Wembley** means the areas of the Stadium designated as 'Club Wembley' (or a replacement name) from time to time by WNSL;

**Core Events** means those events listed as "Core Events" in the Private Box Agreement; Default Interest has the meaning given to it in clause 4.2 (Private Box Fee);

**EFL** means the men's professional football leagues and competitions operated in England by the Football League Limited (or any successor or replacement organisation);

**England Senior Men's Team** means the men's association football team which represents England at the highest senior international level;

**Event** means any event staged within the bowl of the Stadium which is open to the public, other than an Excluded Event;

**Event Day** means the day on which an Event is staged at the Stadium;

**Event Holder** means any person who has contracted, from time to time, with WNSL to stage an Event at the Stadium;

**Event Ticket** means a ticket for an Event (whether included as part of a hospitality package or otherwise), including a paper ticket, an access card, a 'print at home' ticket, an e-ticket, a mobile ticket or by such other means as determined by WNSL from time to time;

**Excluded Event** means:

(i) any of the UEFA European Championship finals (for example, Euro 2020), the FIFA World Cup finals, the finals of UEFA European club competitions (including the UEFA Champions League

or UEFA Europa League finals), the Olympics, the Paralympics, the IAAF World Championships, the Rugby Union World Cup, the Rugby League World Cup and any successor or replacement events from time to time;

(ii) any other Event held at the Stadium where all or any of the private boxes are controlled by the Event Holder and are not controlled by WNSL in its capacity as Stadium owner/operator (in a manner similar to the way in which the events in paragraph (i) above are staged and organised at the date of the Private Box Agreement); and

(iii) any other Excluded Events that are set out in the "Key Restrictions" section of your Private Box Agreement (for example, Premier League Team Matches);

**Excluded Person** means:

(i) any person from time to time banned by The FA from membership of the 'England Supporters Club' or any successor or replacement official supporters club for the England Senior Men's Team;

(ii) any person from time to time subject to a football banning order pursuant to a conviction under The Football Disorder Act 2000;

(iii) any person known or reasonably believed by WNSL to have been convicted of an offence under section 166 of The Criminal Justice and Public Order Act 1994 (as amended by the Violent Crime Reduction Act 2006) (subject to review by WNSL in its reasonable discretion after such time as any such conviction is spent);

(iv) any other person from time to time known or reasonably believed by WNSL to have been banned by The FA, The EFL, UEFA, FIFA or otherwise, from travelling to or attending an association football match; and/or

(v) any person known or reasonably believed by WNSL to have been engaged in the unauthorised sale or offer for sale of Event Tickets or Private Boxes;

**FA Cup** means the men's senior FA Cup competition;

**FIFA** means the Fédération Internationale de Football Association;

**Force Majeure Event** has the meaning given to it in clause 9.2 (Force Majeure);

**Ground Regulations** means the rules and regulations WNSL may establish from time to time concerning Events which will be displayed in the Stadium, on WNSL's website or otherwise notified to you. WNSL's current Ground Regulations can be found on WNSL's website at [www.wembleystadium.com](http://www.wembleystadium.com);

**Non-Core Events** means an Event that is not a Core Event (but excluding, for the avoidance of doubt, any Excluded Event);

**Non-Event Day** means a day that is not an Event Day;

**Premier League** means the league operated by the Football Association Premier League Limited (or any successor or replacement organisation) as the premier men's professional football league in England (or any successor or replacement competition with a similar format);

**Premier League Team Matches** means any football matches played by a Premier League team (or EFL team) as a home match at the Stadium (including, for example, home matches in the Premier League (or the EFL), The FA Cup (other than the semi-finals and final), the EFL Cup (other than the final), European competitions, friendly competitions and other home matches;

**Private Box** means a private box at the Stadium including the related Seats;

**Private Box Agreement** means the agreement between you and WNSL entitled 'Private Box Agreement', which includes these Private Box Terms and Conditions, as amended or revised from time to time;

**Private Box Fee** means the fee payable by you for your Private Box as set out in the Private Box

Agreement;

**Private Box Term** means the period set out in the Private Box Agreement;

**Private Box Terms and Conditions** means these Private Box terms and conditions;

**Regulatory Requirements** means:

(i) the general safety certificate and/or any special safety certificate applying to the Stadium from time to time (including any self-certifications); and

(ii) the bye-laws, rules, regulations, orders, directions, codes of practice and other guidelines of the London Borough of Brent, the Metropolitan Police Service, the London Fire Brigade, the Football Licensing Authority, The FA, FIFA, UEFA, the EFL, the European Commission, or any replacement or successor bodies, and any other authority or organisation that has jurisdiction or authority in relation to the holding of Events at the Stadium from time to time;

Retail Prices Index means the RPI "all items" index as published by the Office for National Statistics (or, in the event the same ceases to be published, an appropriate successor or replacement index as chosen by WNSL in its reasonable discretion);

Season means the period from 1 August to the following 31 July (inclusive) or such other 12 months period as is designated by WNSL from time to time;

Seat(s) means all the related external seats belonging to and directly in front of your Private Box, being either: 8; 12; 18; or 20 seats, as set out in the Private Box Agreement;

Stadium Caterer means the official caterer operating at WNSL including any concessionaires from time to time. The current official caterer is Delaware North Companies (Wembley) Limited at Wembley Stadium, London HA9 0WS;

The FA means The Football Association Limited, a company incorporated in England and Wales (with registered number 77797);

UEFA means the Union des Associations Européennes de Football;

VAT means value added tax or any similar tax;

**Wembley Stadium or the Stadium** means Wembley Stadium in London; and

WNSL or references to we, us or our shall mean Wembley National Stadium Limited, a company incorporated under the laws of England and Wales (registered number 3388437), whose registered office is at Wembley Stadium, London HA9 0WS.

1.2 In the Private Box Agreement (including these Private Box Terms and Conditions):

1.2.1 a reference to a clause is a reference to a clause of these Private Box Terms and Conditions;

1.2.2 the masculine gender shall include the feminine gender and neuter and the singular number shall include the plural and vice versa;

1.2.3 references to persons shall include bodies corporate, unincorporated associations, partnerships and individuals;

1.2.4 without prejudice to any express restriction contained in the Private Box Agreement, a reference to a person is a reference to that person or such of its successors, assigns and transferees;

1.2.5 a reference to any section or clause of the Private Box Agreement and/or these Private Box Terms and Conditions or any document referred to in the Private Box Agreement is a reference to such section, clause or document as amended or

- revised from time to time;
- 1.2.6 the headings are for the purposes of convenience only and do not form part of and will not affect the construction of the Private Box Agreement;
- 1.2.7 any phrase introduced by the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.8 references to any statutory provisions shall be construed as references to those provisions as respectively amended, consolidated or re-enacted (whether before or after the date of the Private Box Agreement) from time to time and will include any provisions of which they are consolidations or re-enactments (whether with or without amendment);
- 1.2.9 to the extent there may be any conflict or inconsistency between these Private Box Terms and Conditions and any other provisions of the Private Box Agreement, these Private Box Terms and Conditions will prevail to the extent of such conflict or inconsistency; and
- 1.2.10 to the extent there may be any conflict of inconsistency between the Private Box Agreement (including these Private Box Terms and Conditions) and the Ground Regulations, the Ground Regulations shall prevail to the extent of such conflict or inconsistency.

## **2. Use of your Private Box**

- 2.1 Subject to the terms and conditions of the Private Box Agreement and your compliance with those terms and conditions, you are entitled during the Private Box Term to use your Private Box for the Events set out in your Private Box Agreement.
- 2.2 Event Tickets
- 2.2.1 For each Event held at the Stadium which you are entitled to use your Private Box in accordance with the Private Box Agreement, WNSL will provide you with one Event Ticket for that Event for each Seat. These Event Tickets may be provided to you by WNSL as a paper ticket, an access card, a 'print at home' e-ticket, a mobile ticket or by such other means as determined by WNSL from time to time.
- 2.2.2 You (and any Box Holder Guest, regardless of age) will require an Event Ticket in order to access the Stadium and your Private Box for an Event. You must (and must procure that your Box Holder Guests) retain the Event Ticket for the duration of the Event.
- 2.2.3 On Event Days, neither you nor any other person will be entitled to admission to the Stadium except on presentation at the designated entrance of an appropriate Event Ticket and by complying with such other safety and security checks on admission as WNSL may impose from time to time.
- 2.2.4 Where Event Tickets are sent by post, WNSL will not be liable for the late delivery or non-delivery of any Event Tickets provided that WNSL has posted the same to the address provided by you within a reasonable time in advance of the Event. If you do not receive your Event Ticket prior to an Event, please contact the Club Wembley team using the contact details set out in the Private Box Agreement.
- 2.2.5 Attendance at an Event and use of your Private Box at Wembley Stadium is subject at all times to the Box Holders Code of Conduct, Ground Regulations, any Regulatory Requirements and the reasonable requirements of the Event Holder. Failure to comply with these rules and regulations may lead to you being prevented entry to, or being expelled from, the Stadium.
- 2.2.6 You will be permitted to access the Stadium and your Private Box on an Event Day

during such hours as are notified to you by WNSL or as published on WNSL's website from time to time. The hours of access may vary depending on the Event.

## 2.3 Private Box Specifications

- 2.3.1** The minimum specifications of your Private Box are set out in the Private Box Agreement. Subject to such minimum specifications, the Stadium and/or the Private Box(es) may be improved, altered or modified by WNSL and access to the Private Box(es) may be changed or modified in any manner reasonably determined by WNSL.
- 2.3.2** WNSL and its employees, agents or contractors have the right at any time to carry out repairs, maintenance and/or cleaning of the Private Box or any part of the Stadium. Without prejudice to your rights under the Private Box Agreement, nothing in the Private Box Agreement shall restrict in any way whatsoever the activities of WNSL as the operator and owner of the Stadium.
- 2.3.3** You agree that WNSL has the right to charge you for the reasonable cost of repairs, maintenance, replacements and/or cleaning of the Private Box or any part of the Stadium resulting from your act or omission or any act or omission of a Box Holder Guest, other than as a result of ordinary wear and tear.
- 2.3.4** WNSL will retain and may utilise duplicate keys to all locks installed on any door(s) providing access to or located in the Private Box and on all cabinets, closets or other enclosures in the Private Box. The Box Holder will neither add nor change any locks or otherwise impede or restrict WNSL's access to the Private Box or such cabinets, closets or other enclosures.
- 2.3.5** WNSL will be entitled to remove any items of property left behind by you or any Box Holder Guest. Any such property removed will be retained by WNSL for a period of at least 28 days and thereafter will be deemed abandoned and may be disposed of by WNSL at its discretion.

## 2.4 Advertising Materials

- 2.4.1** Without prejudice to your rights under the Private Box Agreement, nothing in the Private Box Agreement shall restrict in any way whatsoever the activities of WNSL, The FA, Event Holders or their respective partners in relation to commercial and marketing activities at the Stadium (including in relation to Club Wembley).
- 2.4.2** For each Event held at the Stadium which you are entitled to use your Private Box in accordance with the Private Box Agreement, you will have the right to use the interior of the Private Box for displaying advertising or marketing materials on the relevant Event Day, subject to obtaining our prior written consent before you display or erect any such materials and provided that any such materials are not visible from anywhere outside the Private Box.
- 2.4.3** You must obtain our prior written consent before placing any item in the Private Box which is intended to remain in the Private Box on Non-Event Days. If we have not provided our written consent, we shall be entitled to remove any such item.
- 2.4.4** You accept the entire responsibility and risk for, and insure at your own cost, any material and any other items brought into the Private Box by you and/or any Box Holder Guest.

## 2.5 Changes to your Private Box

- 2.5.1** If WNSL determines that your Private Box is unavailable for an Event due to: (i) safety or security requirements or in order to comply with other applicable laws; (ii) the need for repairs or alterations to be made to the Private Box and such repairs or alterations are in WNSL's opinion necessary; or (iii) due to the stage or event backdrop configuration position or any other presentation feature used in relation to an Event, WNSL will use its reasonable endeavours during any such period of

unavailability to provide you with: (i) an alternative private box; or (ii) alternative seats of an equivalent (or higher) category to your Seats.

**2.5.2** Where WNSL has been unable to provide you with an alternative private box or alternative seats in accordance with clause 2.5.1, you will be entitled to claim a refund in respect of the relevant Event(s) or a credit against future Private Box Fee payments, such amount to be determined by WNSL acting reasonably.

**2.5.3** During any Excluded Event, and for a reasonable period of time prior to or following an Excluded Event, we may use your Private Box, and permit any third party to use your Private Box, in connection with the staging of the Excluded Event. This may include: (i) the alteration or modification of your Private Box; (ii) the covering up of advertising or marketing materials; (iii) the removal of furniture and other items; and (iv) the covering up of your name, logo or trade mark displayed on the plaque at the entrance to the Private Box, provided that WNSL shall be responsible for returning your Private Box into the same condition as it was prior to the relevant Excluded Event.

## **2.6 Postponements and Cancellations**

**2.6.1** Due to the nature of the Events, a scheduled Event may be postponed, cancelled or abandoned for reasons beyond the reasonable control of WNSL. We will use reasonable endeavours to inform you prior to the Event of any postponements or cancellations (for example, by providing a notice on the WNSL website).

**2.6.2** If a scheduled Event for which you are entitled to use your Private Box in accordance with the Private Box Agreement is postponed, cancelled or abandoned, and is subsequently rescheduled, you will be entitled to attend the rescheduled Event provided that the Event takes place within your Private Box Term.

**2.6.3** If a scheduled Core Event for which you are entitled to use your Private Box in accordance with the Private Box Agreement is postponed, cancelled or abandoned, and is not rescheduled or if such an Event is played 'behind closed doors', your rights and remedies are as set out in clause 5 of these Private Box Terms and Conditions.

**2.6.4** Without prejudice to your rights and remedies as set out in clause 5 in respect of Core Events, WNSL does not guarantee a minimum number of Events or a minimum number of a certain type of Event (e.g. concerts) during your Private Box Term.

## **3. Private Box Benefits**

**3.1** Subject to the terms and conditions of the Private Box Agreement and your compliance with those terms and conditions, you are entitled during the Private Box Term to the benefits as set out in the Private Box Agreement.

### **3.2 Catering**

**3.2.1** All catering provided at the Stadium will be provided by the Stadium Caterer.

**3.2.2** You will not and will procure that no Box Holder Guest will bring into, prepare or consume within the Stadium any food or beverages other than those purchased within the Stadium.

**3.2.3** You acknowledge that neither WNSL nor the Stadium Caterer is under any obligation to sell or serve alcohol at the Stadium if WNSL or the Stadium Caterer is prevented from doing so by the Ground Regulations, any Regulatory Requirements or applicable laws. You further acknowledge that in respect of football matches, the view of the pitch from inside the Private Box may be restricted (by blinds or otherwise) in order to comply with any Regulatory Requirements and/or applicable laws.

### 3.3 Train Tickets

- 3.3.1** If the Private Box Agreement entitles you to train tickets, such tickets must be requested by you by a date, and in accordance with a procedure, to be specified by us. As between you and other Box Holders and Club Wembley members, train tickets will generally be allocated on a first come, first served basis and will be subject to availability.
- 3.3.2** WNSL supplies train tickets as agent for the relevant train operator. The provision of any train tickets will be subject to any terms and conditions of the relevant transport operator (which shall include the National Rail Conditions of Carriage). You acknowledge that WNSL is not the owner or operator of any train service and accordingly, WNSL accepts no responsibility or liability for the provision and operation of any train service.
- 3.3.3** You may not sell, assign or transfer (other than to a Box Holder Guest for no value) a train ticket provided to you pursuant to the Private Box Agreement.

### 3.4 Car Parking

- 3.4.1** If your Private Box Agreement entitles you to use of a Car Park, any such use will be subject to any terms of use stipulated by the Car Park Operator from time to time (for example, on signs at the entrance to the relevant Car Parks or on the Car Park Operator's website at [www.wembleyofficialparking.com](http://www.wembleyofficialparking.com)). You acknowledge that WNSL is not the owner or operator of the Car Parks and accordingly, any use of the Car Park will be at your own risk and, subject to clause 8.3, WNSL shall not be liable for any loss or damage in connection with your use of a Car Park unless such loss or damage is directly caused by WNSL's negligence.
- 3.4.2** WNSL will not be liable for the late delivery or non-delivery of any Car Park passes (or train tickets or other items) provided that WNSL has posted the same to the address provided by you within a reasonable time in advance of the Event. If you do not receive a Car Park pass (or train ticket) for which you are entitled to under your Private Box Agreement prior to an Event, please contact the Club Wembley team using the contact details set out in the Private Box Agreement.

### 3.5 Club Wembley Connections Scheme

Any rewards scheme (for example, the Club Wembley connections scheme or any replacement scheme) operated by WNSL for Box Holders will be subject to the terms of that scheme, as notified to you from time to time by WNSL. WNSL reserves the right to vary or replace any such scheme or change the benefits of the scheme from time to time.

## 4. Private Box Fee

- 4.1** The Private Box Fee is payable by you in accordance with the payment dates set out in the Private Box Agreement (or such other dates as agreed in writing with WNSL at WNSL's discretion). All payments to be made in connection with the Private Box Agreement will be made in pounds sterling (£).
- 4.2** In addition to any other rights and remedies available to WNSL, any overdue payments by you shall bear interest at the rate of 2% above the base lending rate from time to time of the Bank of England from the due date of payment until the date of actual payment (Default Interest). Notwithstanding the above, in the event of a court judgment, WNSL shall be entitled to the higher of: (i) the Default Interest; or (ii) interest at a rate of 8% or any other rate permitted by such court.
- 4.3** WNSL reserves the right to charge reasonable transaction and/or processing fees for any payments made by credit card.
- 4.4** All payments under the Private Box Agreement will be subject to VAT (where applicable) at the prevailing rate at the time of invoice. You will be liable to pay any VAT and other taxes due on,

or with respect to, the Private Box Fee or on account of the use of your Private Box.

**4.5** All payments by you under the Private Box Agreement will be made without set-off or any deduction whatsoever, save to the extent that any such deduction is required by applicable law. If any deduction is required by applicable law to be made from any payment due from you, you will gross up the relevant payment so that WNSL receives the amount it should have received but for such deduction. This clause 4.5 shall not restrict a consumer's right to set-off.

**4.6** Any discounts (if any) made available by WNSL in WNSL's sole discretion from time to time are conditional upon: (i) any terms notified to you by WNSL at the time of offering the discount; and (ii) WNSL receiving full payment in accordance with the payment dates set out in the Private Box Agreement.

## **5. Changes to Core Events**

**5.1** Subject to your rights and remedies in clauses 5.2 and 5.3 (as applicable), you acknowledge that:

**5.1.1** WNSL reserves the right not to host the Core Events at Wembley Stadium for any reason; and

**5.1.2** due to the nature of the international football calendar, WNSL cannot guarantee a minimum number of England Senior Men's Team home matches will be played at Wembley Stadium in any one Season and The FA also reserves the right to arrange matches away from Wembley Stadium for any reason.

WNSL will use its reasonable endeavours to inform you in advance if any of your Core Events are not to be held at Wembley Stadium for any reason.

**5.2** If one of your Core Events is not held at the Stadium for any reason (excluding a Force Majeure Event), we may, in our discretion, substitute an alternative Event for that Core Event by informing you in advance.

**5.3** Without prejudice to clause 5.2, if, in any two consecutive Seasons falling within the Private Box Period:

**5.3.1** the FA Cup Final and two FA Cup Semi-Finals per Season are not held at the Stadium for any reason (excluding a Force Majeure Event); or

**5.3.2** at least three England Senior Men's Team home matches per Season are not held at the Stadium for any reason (excluding a Force Majeure Event),

you have the right to terminate this Private Box Agreement within 28 days of the start of the next following Season.

**5.4** The rights and remedies set out in clauses 5.2 and 5.3 are your sole rights and remedies in the event that one or more of your Core Events are not held at the Stadium.

## **6. Your Obligations**

**6.1** You undertake that:

**6.1.1** you will pay the Private Box Fee in accordance with the terms of the Private Box Agreement;

**6.1.2** you and each Box Holder Guest will: (i) comply with the Box Holders Code of Conduct; (ii) comply with the Ground Regulations; (iii) observe any reasonable terms and conditions upon which Event Tickets are issued by the relevant Event Holder; and (iv) use the Private Box and/or any other Seat(s) or areas for which you hold an Event Ticket only for the purpose of viewing the Event (save where you have been granted access to the Private Box on Non-Event days in accordance with the Private Box Agreement);



- 6.1.3 you and each Box Holder Guest will comply with all Regulatory Requirements (to the extent that any such requirements apply to the relevant Event), applicable laws, ordinances, orders, rules and regulations (whether statutory or otherwise and including health and safety requirements) governing the Stadium and your Private Box and/or their use while attending Events and will not permit any violation thereof;
- 6.1.4 you and each Box Holder Guest will not: (i) behave in a threatening or abusive manner; (ii) cause any disturbance or nuisance; or (iii) prejudice the safety or welfare of any person while using the Private Box or when otherwise in or in the vicinity of the Stadium. You will be held responsible for your and any Box Holder Guest's actions including, but not limited to, actions arising from the consumption of alcoholic beverages;
- 6.1.5 you and each Box Holder Guest will not bring into the Stadium any flammable, toxic, illegal or other hazardous substances, materials or equipment;
- 6.1.6 you and each Box Holder Guest will not bring into the Stadium or use any cameras or audio or visual or data broadcasting or recording equipment of any kind (except for the use of mobile phones and small cameras provided they are for personal and private purposes only) without the prior written consent of WNSL. If you or a Box Holder Guest acts in breach of this provision, you may be ejected from the Stadium and required to deliver up any tapes, films, disks or other recordings or data, the copyright of which is acknowledged as belonging to WNSL or the relevant Event Holder;
- 6.1.7 you and each Box Holder Guest will not use any mobile phones, tablets, laptops or other forms of analogue or digital communication to the extent that this interferes with any equipment or installation operated by or on behalf of WNSL or any Event Holder within the Stadium;
- 6.1.8 you and each Box Holder Guest will not sell or offer for sale any product or service from any part of the Stadium;
- 6.1.9 you and each Box Holder Guest will not carry out any gambling or betting activities in the Stadium (except through the Stadium's official bookmaker) unless expressly authorised in writing by WNSL;
- 6.1.10 you and each Box Holder Guest will not use as a gift, donation or prize in any promotion, prize draw, auction, raffle or competition, or seek to profit from, your Private Box, any Event Ticket, Car Park pass, train ticket or other item or benefit provided by virtue of entering into the Private Box Agreement. If you wish to donate your Private Box or any Event Ticket to charity, please contact WNSL who will be able to advise you of WNSL's nominated charity;
- 6.1.11 you and each Box Holder Guest will not run any advertisements or promotions relating to or involving in any way WNSL, any Event Holder, any Event, the Stadium, the use of the Private Box or Event Ticket without WNSL's prior written consent;
- 6.1.12 you and each Box Holder Guest will not remove the property of WNSL from the Private Box;
- 6.1.13 you and each Box Holder Guest will not allow into the Private Box any heating, cooking or similar appliance or equipment except for catering equipment used by the Stadium Caterer;
- 6.1.14 you and each Box Holder Guest will not damage, remove or in any way alter the Private Box or any other property at the Stadium. You and each Box Holder Guest will not make any additions or alterations to the interior or exterior of the Private Box or its fixtures and fittings or install, place or cause to be installed or placed any nails,

hooks, tacks, screws or other devices into any part of the Private Box or its fixtures and fittings without WNSL's prior written consent;

**6.1.15** you and each Box Holder Guest will not consume alcohol in the Stadium in contravention of the Ground Regulations, any Regulatory Requirements or any applicable laws; and

**6.1.16** you undertake that you are not and will not during the Private Box Period become an Excluded Person and will not provide any Event Ticket to an Excluded Person.

**6.2** You acknowledge and agree that:

**6.2.1** standing to view Events may restrict the view of other spectators and cause safety and security risks and you and each Box Holder Guest will remain seated in accordance with the Ground Regulations;

**6.2.2** within Private Boxes and Club Wembley, fans supporting the participating teams are not segregated and that you and each Box Holder Guest will behave responsibly accordingly. If so notified before any Event by WNSL, you and each Box Holder Guest will not be permitted to wear the replica shirts of any participating team if to do so might create a safety and/or security risk. You acknowledge that you and each Box Holder Guest may be moved within, or ejected from, the Stadium if you or they wear any replica shirts and WNSL reasonably believes this might create a safety and/or security risk;

**6.2.3** any Event Holder and/or their commercial partners or sponsors may exercise marketing opportunities in relation to Private Boxes and Club Wembley for the purpose of, without limitation, the placing of marketing samples and/or other advertising materials;

**6.2.4** if you or a Box Holder Guest has a disability that may impact on the access to an Event, you will inform WNSL in reasonable time in advance of that Event so that any reasonable requirements can be accommodated by WNSL in accordance with applicable laws;

**6.2.5** you consent to the recording of your and each Box Holder Guest's likeness and/or voice and that WNSL and the relevant Event Holder is entitled to use all rights in respect of such recordings; and

**6.2.6** CCTV is in operation at the Stadium and that your and each Box Holder Guest's image may be recorded and kept for safety or security purposes.

**6.3** You have entered into the above undertakings and acknowledgements for yourself and on behalf of each Box Holder Guest, and you will procure the performance of the same by each Box Holder Guest.

**6.4** If you or any Box Holder Guest fails to comply with any of the provisions of this clause 6, WNSL may at its discretion, and without prejudice to any of its other rights and remedies, move you and/or any Box Holder Guest to a different location within the Stadium or eject the Box Holder and/or any Box Holder Guest from the Stadium without any reduction, refund or part refund.

## **7. Term and Termination**

**7.1** Your Private Box Agreement shall remain in effect for the duration of the Private Box Period, unless terminated earlier in accordance with the Private Box Agreement.

**7.2** Without prejudice to any of your other rights and remedies, you may terminate the Private Box Agreement by giving written notice to WNSL:

**7.2.1** in accordance with your rights set out in clause 5 (Changes to Core Events); or

**7.2.2** if: (i) there is an appointment of or the application to a court for the appointment of a

liquidator, provisional liquidator, administrator, administrative receiver or receiver of WNSL; (ii) WNSL enters into a scheme of arrangement or composition with or for the benefit of creditors generally; (iii) there is any reorganisation, moratorium or other administration involving WNSL's creditors or any class of your creditors; (iv) there is a resolution or proposed resolution to wind up WNSL; or (v) WNSL becomes unable to pay its debts as and when they fall due or WNSL is deemed to become unable to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986, and any of the circumstances in (i) to (v) has a material adverse effect on the ability of WNSL to perform its obligations under the Private Box Agreement.

**7.3** Without prejudice to any of WNSL's other rights and remedies, WNSL may terminate the Private Box Agreement with immediate effect by giving written notice to you if:

- 7.3.1** you fail to pay any sum due in accordance with the Private Box Agreement;
- 7.3.2** being an individual: (i) there is a commencement at court of any bankruptcy proceedings against you; or (ii) you enter into a voluntary arrangement or composition with your creditors;
- 7.3.3** being a body corporate: (i) there is an appointment of or the application to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver; (ii) you enter into a scheme of arrangement or composition with or for the benefit of creditors generally; (iii) there is any reorganisation, moratorium or other administration involving your creditors or any class of your creditors; (iv) there is a resolution or proposed resolution to wind up the body corporate; or (v) you become unable to pay your debts as and when they fall due or you are deemed to become unable to pay your debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986;
- 7.3.4** being a partnership; (i) the partnership is dissolved or wound up; or (ii) any step is taken to commence the dissolution or winding up of the partnership;
- 7.3.5** the equivalent, in any country other than England, of any event specified in clauses 7.3.2 to 7.3.4 occurs;
- 7.3.6** you or any Box Holder Guest makes any unauthorised sale, transfer, assignment or offer of your Private Box, any Seat(s) or an Event Ticket;
- 7.3.7** you fail to pay any sum due to WNSL under a previous Private Box licence or agreement between you and WNSL, and then fail to remedy the failure within 14 days of receipt of a reminder from us; or
- 7.3.8** you or any Box Holder Guest is in breach of clause 6.1.

**7.4** Without prejudice to any of WNSL's other rights and remedies, if any of the circumstances in clause 7.3 occur, WNSL may:

- 7.4.1** seek to recover any unpaid Private Box Fee in accordance with WNSL's rights under the Private Box Agreement and under law, including using the services of debt recovery agencies;
- 7.4.2** in the event that you fail to pay any sum due by the due date set out in the Private Box Agreement, suspend your right to use your Private Box (including the use of the Seat(s)) and offer your Private Box to any third party in WNSL's discretion. No reduction, refund or part refund will apply during any period of suspension and WNSL shall have no duty to account to you for any amounts received by WNSL in relation to the use of your Private Box by a third party;
- 7.4.3** refuse you or any Box Holder Guest entry into the Stadium; and/or
- 7.4.4** require you or any Box Holder Guest to leave the Stadium.

- 7.5 If WNSL terminates the Private Box Agreement in accordance with clause 7.3:
- 7.5.1 WNSL will be entitled, acting reasonably and subject to applicable laws, to retain all sums previously paid by you under the Private Box Agreement as at the date of termination without reduction, refund or part refund; and
  - 7.5.2 you will, on demand, promptly pay to WNSL all sums due under the Private Box Agreement and unpaid as at the date of termination.
- 7.6 Upon expiry of the Private Box Period or earlier termination of the Private Box Agreement, your right to use your Private Box and receive benefits under the Private Box Agreement will immediately cease. Any renewal or extension of the Private Box Period shall be on terms to be agreed between you and WNSL.
- 7.7 The rights and remedies of either party under this clause 7 shall be in addition to any other right or remedy of that party under the Private Box Agreement or under law or in equity.
- 7.8 This clause 7 and clauses 1 (Definitions and Interpretation) 4 (Private Box Fee), 6 (Your Obligations), 8 (Liability and Indemnity), 11 (Data Protection) and 12 (General), together with those clauses the survival of which is necessary for the proper interpretation or enforcement of the Private Box Agreement, will survive expiry or termination of this Agreement and will continue in full force and effect.
- 7.9 The Private Box Agreement is a contract for the supply of leisure activities for a specific period of performance and therefore, you have no right to cancel the contract after you have entered into the Private Box Agreement.
- 7.10 Prior to the expiration or earlier termination of the Private Box Period, the you will:
- 7.10.1 at your own expense, remove from the Private Box all items of property brought into the Private Box by you or any Box Holder Guest. Any property not removed will be deemed abandoned and may be disposed of by WNSL and you will reimburse WNSL for WNSL's reasonable costs incurred by WNSL in such disposal; and
  - 7.10.2 deliver to WNSL all keys to the Private Box and any cabinets, closets or other enclosures therein and all unexpired tickets and Car Park passes provided by WNSL to you pursuant to the Private Box Agreement.

## 8. Liability and Indemnity

- 8.1 WNSL's liability under, or in connection with, the Private Box Agreement, whether in contract, tort (including negligence) or otherwise, will not exceed the aggregate amount of the Private Box Fee paid by you as at the date such liability arose.
- 8.2 WNSL shall not be liable under, or in connection with, the Private Box Agreement, whether in contract, tort (including negligence) or otherwise for any indirect, incidental, special or consequential loss or damage or for any loss of profit or revenue, loss of use, loss of business or contracts or loss of opportunity. This clause 8.2 shall not apply to consumers.
- 8.3 Notwithstanding any other provision in the Private Box Agreement to the contrary, nothing in the Private Box Agreement shall exclude or limit WNSL's liability:
- 8.3.1 for death or personal injury resulting from WNSL's negligence; or
  - 8.3.2 for any other liability which cannot be limited or excluded by law. Nothing in the Private Box Agreement (including these Private Box Terms and Conditions) affects any statutory rights that you may have.
- 8.4 Without prejudice to any of WNSL's other rights and remedies, you will be liable to WNSL in respect of any liability, losses, claims, demands, costs and expenses, (including reasonable legal and other professional fees) suffered by WNSL, arising directly out of:

- 8.4.1 any personal injury or property damage caused by any of your acts or omissions or those of any Box Holder Guest; and
- 8.4.2 the enforcement of the Private Box Agreement (including the recovery of any unpaid Private Box Fee) whether or not litigation is actually commenced and including any appeal proceedings.

## 9. Force Majeure

- 9.1 If WNSL is delayed in, or prevented from, performing any of WNSL's obligations under or in connection with the Private Box Agreement due to a Force Majeure Event, then WNSL shall not be liable to you for any such delay or non-performance.
- 9.2 For the purposes of the Private Box Agreement, a Force Majeure Event means an event or circumstance or combination of events or circumstances beyond the reasonable control of WNSL including any of the following: act of God; national or local governmental act; the enactment or change in interpretation of any law, regulation or directive having legally binding effect; the terms of any consent required to stage an Event at the Stadium; any action required to ensure compliance with applicable laws or any Regulatory Requirements; war; fire; flood; lightning; explosion; adverse weather conditions; radiation or chemical contamination; accident; strike; lock-out; walk-out; industrial action of any kind; civil commotion; impact by any vehicle, vessel or aircraft; national calamity; riot; act of terrorism; or any other event or condition which is beyond the reasonable control of WNSL, provided that industrial action taken by the employees of WNSL will not constitute a Force Majeure Event save where such action is taken in the context of a nationwide non-industry specific industrial dispute.

## 10. Assignment

- 10.1 The Private Box Agreement is personal to you and you may not sell, transfer, assign, cost-share, co-licence, sub-licence, pledge or otherwise encumber the Private Box Agreement, or any of your rights, benefits and obligations under the Private Box Agreement, including the right to use your Private Box or an Event Ticket, a Car Park pass or a train ticket. This prohibition includes sales via on-line auction web sites or ticket exchange web sites, and sales via ticket brokers/agents and hospitality companies. Any act in contravention of the foregoing will be null and void unless otherwise agreed in writing in advance by WNSL.
  - 10.2 If you, being an individual, suffer a serious illness or death and are unable to attend your Core Events, the Private Box Agreement may be:
    - 10.2.1 assigned to a third party; or
    - 10.2.2 terminated by WNSL, subject to WNSL's prior written approval (such approval not to be unreasonably withheld).
  - 10.3 WNSL may at any time assign, novate or otherwise transfer the Private Box Agreement to The FA or any subsidiary of The FA and the Box Holder hereby consents to any such assignment, novation or transfer. Any such assignment will not prejudice your rights under the Private Box Agreement.
  - 10.4 WNSL may at any time assign its rights in the Private Box Agreement to a third party finance provider as security for third party financing required to finance or re-finance the development, construction and/or operation of the Stadium. Any such assignment will not prejudice your rights under the Private Box Agreement.
- ## 11. Data Protection
- 11.1 Your personal data will be used in accordance with WNSL's privacy policy, as available on WNSL's website and as may be updated by WNSL from time to time. By becoming a Box Holder, you agree that you wish to receive emails and other communications from WNSL in relation to Club Wembley offers, including information about WNSL and Events. You further agree that WNSL may transfer your personal data to third parties (for example, the Stadium Caterer) solely for the purpose of allowing those third parties to provide services in relation to

your Private Box.

11.2 Unless you indicated that you did not wish to receive other marketing information from WNSL, The FA and/or their partners, you may receive such information from time to time. If you wish to stop receiving direct marketing from WNSL, The FA or selected third parties, or you wish to access or update your information please write to the Data Protection Officer, Wembley Stadium, PO Box 1966, London SW1P 9EQ or email [clubwembley@wembleystadium.com](mailto:clubwembley@wembleystadium.com).

## 12. General

12.1 By entering into the Private Box Agreement, you warrant and represent that you have the requisite power and authority to enter into and perform your obligations as set out herein.

12.2 If the Box Holder is not an individual, each individual executing the Private Box Agreement on behalf of the Box Holder represents and warrants that he or she is duly authorised to execute and deliver the Private Box Agreement on behalf of the Box Holder and that the Private Box Agreement is binding upon the Box Holder (and where the Box Holder is an unincorporated joint venture or association or a partnership, each Box Holder or partner jointly and severally of such joint venture association or partnership) in accordance with its terms.

12.3 You hereby undertake both during and after the Private Box Period not to disclose any of the terms of the Private Box Agreement or any other information of a confidential or commercially sensitive nature communicated to you by WNSL.

12.4 All notices, demands and other communications between the parties required or appropriate in relation to the Private Box Agreement will be in writing (which may include email) and deemed given if: (i) posted to the other party at their respective address set out on the first page of the Private Box Agreement or to such other address as may be designated by either party, from time to time, in writing on the second business day after posting; or (ii) sent via e-mail, upon the sending of that email to the other party at their respective email address, provided that an error message is not received by the sender.

12.5 The Private Box Agreement does not grant exclusive possession of the whole or any part of the Private Box, the Seat(s) or the Stadium, nor does it create any relationship of landlord and tenant. You are not entitled to any charge over or interest in any property (including the Seat(s), Private Box, the Stadium or any part thereof) or funds of WNSL.

12.6 Nothing in the Private Box Agreement shall be deemed to constitute a partnership between you and WNSL or constitute either you or WNSL to be the agent of the other for any purpose.

12.7 No waiver by either party of any default or breach by the other party of its obligations under the Private Box Agreement will be construed to be a waiver or release of any other subsequent default or breach by the other party under the Private Box Agreement. No failure or delay by either party in the exercise of any right, power or remedy provided for in the Private Box Agreement or available in law or in equity will be construed a forfeiture or waiver thereof or of any other right, power or remedy available to that party.

12.8 If any part, term or provision of the Private Box Agreement, which is not of a fundamental nature, is held to be illegal, invalid or unenforceable, such part, term or provision shall be deemed deleted from the Private Box Agreement and the remainder of the Private Box Agreement shall not be affected.

12.9 The rights, powers and remedies provided in the Private Box Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

12.10 The Contract (Rights of Third Parties) Act 1999 shall not apply to the Private Box Agreement. A person who is not a party to the Private Box Agreement shall not be entitled to enforce any term of the Private Box Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties.

12.11 The Private Box Agreement constitutes the entire agreement between the parties in relation to your use of the Private Box and replaces and extinguishes all prior agreements, undertakings,

arrangements, understandings or statements of any nature made by the parties whether oral or written with respect to such subject matter. You acknowledge that you are not relying on any statements, warranties or representations given or made by WNSL (or on behalf of WNSL) in relation to the subject matter of the Private Box Agreement, save those expressly set out in the Private Box Agreement, and that you shall have no rights or remedies with respect to such subject matter otherwise than under the Private Box Agreement, save to the extent that they arise out of the fraud or fraudulent misrepresentation of WNSL. This clause 12.11 shall not apply to consumers.

- 12.12** WNSL reserves the right to amend the terms of the Private Box Agreement at any time upon giving you not less than 28 days' notice, provided that such amendment does not have a materially adverse effect on your use of the Private Box.
- 12.13** The Private Box Agreement, and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations), shall be governed by, construed and interpreted in accordance with English law and the parties agree to submit any disputes arising out of or in connection with the Private Box Agreement (including non-contractual disputes or claims) to the exclusive jurisdiction of the English Courts or if you are a consumer, to the non-exclusive jurisdiction of the English Courts.