



## CLUB WEMBLEY

### Club Wembley – Terms of Membership

These Terms of Membership (which are incorporated into your Membership Agreement) set out the terms and conditions that will apply to your membership of Club Wembley.

These Terms of Membership were updated on 27 September 2019.

#### 1. Definitions and Interpretation

##### 1.1 In the Membership Agreement, the following terms have the following meanings:

**Car Park** means, subject to your level of Membership, any area designated as a car park by WNSL for a Member to park a vehicle when attending a Core 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 Match** means each of the matches currently known as The FA Cup Final, The FA Cup Semi-Finals, The FA Community Shield and The Football League Cup Final and any successor or replacement events from time to time;

**Club Wembley** means the areas of level 1 and level 2 of the Stadium designated as 'Club Wembley' (or a replacement name) from time to time by WNSL;

**Club Wembley Code of Conduct** means Club Wembley's Code of Conduct which can be found on the Club Wembley member's portal or by contacting the Club Wembley team on 0800 783 1442 or at clubwembley@wembleystadium.com;

**Core Events** means those events described as your "Core Events" in the Membership Agreement;

**Default Interest** has the meaning given to it in clause 4.2 (Membership Fee);

**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;

**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 or Women's Euro 2021), the FIFA World Cup finals, the finals of UEFA European club competitions (including the UEFA Champions League (for example, the UEFA Champions League Final 2023) 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 (including the equivalent women's events); (ii) any other Event held at the Stadium



where all or any of the premium seats or 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) are staged and organised at the date of the Membership Agreement); and (iii) any association football match staged at the Stadium where the Event Holder is not The FA or The Football League (for example, a Premier League football match);

**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 Football League, UEFA, FIFA or otherwise, from travelling to or attending an association football match; and (v) any person known or reasonably believed by WNSL to have been engaged in the unauthorised sale or offer for sale of Event Tickets;

**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);

**Membership** means your membership of Club Wembley as described in the Membership Agreement;

**Membership Agreement** means the membership agreement between you and WNSL, which includes these Terms of Membership, as amended or revised from time to time;

**Membership Fee** means the fee payable by you for your Seat(s) as set out in the Membership Agreement;

**Membership Period** means the period of Membership as set out in the Membership Agreement;

**Member Party** means any individual holding an Event Ticket issued to you or using your Seat(s) pursuant to your rights under the Membership Agreement, including, for example, your friends, family members or other guests;

**Option Event** means any Event which is not a Core Event or an Excluded Event;

**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 Football League, 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;

**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 the seat(s) in the Stadium referenced in the Membership Agreement by block, row and seat number;

**Seat Category** means the applicable category of seat in Club Wembley;

**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;

**Terms of Membership** means these terms of membership;

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

**The Football League** means The Football League Limited, a company incorporated in England and Wales (with registered number 80612);

**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 Membership Agreement (including these Terms of Membership):

1.2.1 references to **you**, **your** or the **Member** shall mean the person entering into the Membership Agreement as a member of Club Wembley;

1.2.2 a reference to a **clause** is a reference to a clause of these Terms of Membership;

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

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

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

1.2.6 a reference to any section or clause of the Membership Agreement and/or these Terms of Membership or any document referred to in the Membership Agreement is a reference to such section, clause or document as amended or revised from time to time;

1.2.7 the headings are for the purposes of convenience only and do not form part of and will not affect the construction of the Membership Agreement;

1.2.8 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;

- 1.2.9 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 Membership Agreement) from time to time and will include any provisions of which they are consolidations or re-enactments (whether with or without amendment);
- 1.2.10 to the extent there may be any conflict or inconsistency between these Terms of Membership and any other provisions of the Membership Agreement, these Terms of Membership will prevail to the extent of such conflict or inconsistency; and
- 1.2.11 to the extent there may be any conflict or inconsistency between the Membership Agreement (including these Terms of Membership) and the Ground Regulations, the Ground Regulations shall prevail to the extent of such conflict or inconsistency.

## 2. Club Wembley Seat

2.1 Subject to the terms and conditions of the Membership Agreement and your compliance with those terms and conditions, you are entitled during the Membership Period to use your Seat(s) for the Core Events that are held at the Stadium.

### 2.2 *Event Ticket*

- 2.2.1 For each Core Event held at the Stadium (and each Option Event for which you have purchased a ticket in accordance with the Membership Agreement), WNSL will provide you with an Event Ticket for that Event. The Event Ticket 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 Member Parties, regardless of age) will require an Event Ticket in order to access the Stadium and your Seat(s) for an Event. You must (and will procure that your Member Parties) 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 Membership Agreement.

### 2.3 *Use of your Seat(s)*

- 2.3.1 Attendance at an Event at Wembley Stadium is subject at all times to the 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.
- 2.3.2 You will be permitted to access the Stadium and your Seat(s) 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.
- 2.3.3 WNSL will be entitled to remove any items of property left behind by you or any Member Party. 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.
- 2.3.4 Subject to Clause 2.4, WNSL and its employees, agents or contractors have the right at any time to carry out repairs, maintenance and/or cleaning of the Seat(s) or any part of

the Stadium. Without prejudice to your rights under the Membership Agreement, nothing in the Membership Agreement shall restrict in any way whatsoever the activities of WNSL as the operator and owner of the Stadium.

2.3.5 You agree that WNSL has the right to charge you for the reasonable cost of repairs, maintenance, replacements and/or cleaning of the Seats or any part of the Stadium resulting from your act or omission or any act or omission of a Member Party, other than as a result of ordinary wear and tear.

2.3.6 Without prejudice to your rights under the Membership Agreement, nothing in the Membership 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 *Changes to your Seat(s)*

2.4.1 During the Membership Period, the Stadium and/or your Seat(s) may be improved, altered or modified by WNSL and the access to your Seat(s) may be changed or modified in any manner reasonably determined by WNSL.

2.4.2 If WNSL determines that your Seat(s) is unavailable for a Core Event due to: (i) safety or security requirements or in order to comply with other applicable laws; or (ii) the need for repairs or alterations to be made to the Seat(s) and such repairs or alterations are in WNSL's opinion necessary, WNSL will use its reasonable endeavours during any such period of unavailability to provide you with a seat elsewhere in the Stadium, the location of which is to be determined by WNSL and which, subject to availability, will either be a seat in the same Seat Category or if this is not available, will be of as high a category of seat as is available for that Core Event.

2.4.3 Where WNSL has been unable to provide you with an alternative seat in accordance with clause 2.4.2, you will be entitled to claim a refund in respect of the relevant Core Event(s) or a credit against future Membership Fee payments, such amount to be determined by WNSL acting reasonably.

## 2.5 *Postponements and Cancellations*

2.5.1 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).

2.5.2 If a scheduled Event is postponed, cancelled or abandoned, and is subsequently rescheduled, you will be entitled to attend the rescheduled Event.

2.5.3 If a scheduled Core Event is postponed, cancelled or abandoned and is not rescheduled or if a Core Event is played 'behind closed doors', your rights and remedies are as set out in clauses 5.2 and 5.3 of these Terms of Membership (as applicable).

2.5.4 If a scheduled Option Event for which you have purchased a ticket in accordance with this Membership Agreement is cancelled or where there is a material change to the

programme of the Option Event, you will be entitled to claim a refund of the purchase price of the ticket in accordance with the refund policy of the relevant Event Holder.

### 3. Membership Benefits

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

#### 3.2 *Option Events*

If your Membership includes access to Option Events, the following shall apply:

3.2.1 If an Option Event is to be held at the Stadium during your Membership Period, you will have the option to purchase one Club Wembley ticket (or alternative ticket) for that Option Event in respect of each of your Seat(s), unless stated otherwise in the Membership Agreement. Such alternative ticket may be for a general admission or hospitality ticket for the Option Event, subject to availability. This option will need to be exercised within a designated booking period by a date, and in accordance with a procedure, to be specified by us. You shall not be entitled to purchase tickets for Option Events that fall outside of your Membership Period.

3.2.2 You will not be guaranteed access to your Seat(s) for an Option Event. As between you and other Club Wembley members, tickets will generally be allocated on a first come, first served basis. WNSL does not guarantee a minimum number or type of Option Events and any previous Option Events held at the Stadium shall not indicate a guarantee of similar Option Events.

3.2.3 If an Option Event involves multiple concerts for the same artist, your option to purchase one Club Wembley ticket (or alternative ticket) per Seat shall only apply to one individual Event, and not multiple Events. For example, if an artist plays three consecutive concerts at the Stadium, you will have the option to purchase a ticket for one of those concerts and not a ticket for each of the three concerts.

#### 3.3 *Catering*

3.3.1 All catering provided at the Stadium will be provided by the Stadium Caterer.

3.3.2 You will not and will procure that no Member Party will bring into, prepare or consume within the Stadium any food or beverages other than those purchased from the Stadium Caterer.

3.3.3 You acknowledge that neither WNSL nor the Stadium Caterer is under any obligation to sell 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.

#### 3.4 *Train Tickets*

3.4.1 If your Membership 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 Club Wembley members, train tickets will generally be allocated on a first come, first served basis and will be subject to availability.

3.4.2 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.

- 3.4.3 You may not sell, assign or transfer (other than to a Member Party for no value) a train ticket provided to you pursuant to the Membership Agreement.

### 3.5 *Car Parking*

3.5.1 If your Membership 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.

3.5.2 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 Membership Agreement prior to an Event, please contact the Club Wembley team using the contact details set out in the Membership Agreement.

### 3.6 *Club Wembley Connections Scheme*

Any rewards scheme (for example, the Club Wembley connections scheme or any replacement scheme) operated by WNSL for Club Wembley members 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. **Membership Fee**

4.1 The Membership Fee is payable by you in accordance with the payment dates set out in the Membership Agreement (or such other dates as agreed in writing with WNSL at WNSL's discretion). All payments to be made in connection with the Membership 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 Membership 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 Membership Fee or on account of the use of your Seat(s).

4.5 All payments by you under the Membership 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 Membership 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 Club Matches at Wembley Stadium for any reason (for example, due to safety or security reasons or for scheduling purposes); 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. The FA also reserves the right to arrange matches away from Wembley Stadium for any reason (for example, due to safety or security reasons, scheduling purposes or to play an England match 'on the road'). Accordingly, WNSL does not guarantee that a minimum number of England Senior Men's Team home matches will be played at Wembley Stadium during a Season.

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 In respect of the Club Matches, the following shall apply:

- 5.2.1 *Football League Championship Play-Off Final as Substitute:* If one of: (i) either of The FA Cup Semi-Finals; (ii) The FA Community Shield; or (iii) The Football League Cup Final is not held at the Stadium for any reason, including due to a Force Majeure Event, we may, in our discretion, substitute The Football League Championship Play-Off Final for that match by informing you in advance. In these circumstances, no reduction to your Membership Fee will apply and, in respect of the relevant Season only, The Football League Championship Play-Off Final shall be deemed to be a Club Match for the purposes of clauses 5.2.2 and 5.2.3 below.
- 5.2.2 *Reduction of Membership Fee in respect of Club Matches:* Subject to clause 5.2.1, if during your Membership Period a Club Match is not held at the Stadium during a Season (and this is not due to a Force Majeure Event), you will be entitled to claim a refund of 1/10 of your Membership Fee payable for that Season (or a credit against future Membership Fee payments) for every Club Match less than 5. For example: (i) if only 4 Club Matches are held during the 2019-20 Season, you will be entitled to claim a refund of 1/10 of your Membership Fee payable for that Season (or a credit against future Membership Fee payments); and (ii) if only 3 Club Matches are held, you will be entitled to claim a refund of 2/10 of your Membership Fee payable for that Season, and so on.
- 5.2.3 *Right to terminate:* Without prejudice to your right to claim a refund or a credit as set out in clause 5.2.2, if, in any two consecutive Seasons falling within the Membership Period, a total of at least one FA Cup Final and two FA Cup Semi-Finals are not held at the Stadium for any reason, including due to a Force Majeure Event, you have the right to terminate this Membership Agreement within 28 days of the start of the next following Season.

5.3 In respect of the England Senior Men's Team home matches held at Wembley Stadium, the following shall apply:

- 5.3.1 *Option Event as a Substitute:* If there are less than an average of four England Senior Men's Team home matches held at Wembley Stadium per Season over the duration of your Membership for any reason, including due to a Force Majeure Event, you will be entitled to select (subject to availability) an Option Event as a substitute for such match(es) at no additional cost. For example: (i) if there are four England matches in 2019/20, four England matches in 2020/21 and three England matches in 2021/22, you will be entitled to select (subject to availability) one Option Event in the 2021/22 Season; (ii) if there are four England matches in 2019/20, four England matches in 2020/21 and



two England matches in 2021/22, you will be entitled to select (subject to availability) two Option Events in the 2021/22 Season; and (iii) if there are four England matches in 2019/20, five England matches in 2020/21 and three England matches in 2021/22, this equates to an average of four England matches over a 3 year Membership and you will not be entitled to select an Option Event for no additional cost. If your Membership includes hospitality, you will be entitled (subject to availability) to receive the equivalent level of hospitality at your selected Option Event (or if the equivalent level of hospitality is not available, the nearest level). The selection of an Option Event will need to be exercised within a designated booking period by a date, and in accordance with a procedure, to be specified by us. In these circumstances, no reduction to your Membership Fee will apply.

5.3.2 *Right to terminate:* Without prejudice to your right to select an Option Event as set out in clause 5.3.1, if, in any two consecutive Seasons falling within the Membership Period, a total of at least four England Senior Men's Team home matches are not held at the Stadium per Season for any reason, including due to a Force Majeure Event, you have the right to terminate this Membership 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:

5.4.1 will only be available to you on a pro-rata basis if you have not been a member of Club Wembley for the entire duration of the relevant Season. For example: (i) if The FA Community Shield was not held at the Stadium in a Season, you would not be entitled to claim a refund or credit if you were not a Member at the time such match would traditionally be played; and (ii) you will not be entitled to terminate your Membership under clauses 5.2.3 or 5.3.2 if you were not a Member for the full Season in which the relevant matches were not played; and

5.4.2 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 Membership Fee in accordance with the terms of the Membership Agreement;

6.1.2 you and each Member Party will: (i) comply with the Club Wembley Code of Conduct and the Ground Regulations; (ii) will observe any reasonable terms and conditions upon which Event Tickets are issued by the relevant Event Holder; and (iii) will use the Seat(s) and/or any other seat(s) or areas for which you hold an Event Ticket only for the purpose of viewing the Event;

6.1.3 you and each Member Party 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 the Seat(s) and/or their use while attending Events and will not permit any violation thereof;

6.1.4 you and each Member Party 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 Seat(s) or when otherwise in or in the vicinity of the Stadium. You will be

- held responsible for your and any Member Party's actions including, but not limited to, actions arising from the consumption of alcoholic beverages;
- 6.1.5 you and each Member Party will not bring into the Stadium any flammable, toxic, illegal or other hazardous substances, materials or equipment;
  - 6.1.6 you and each Member Party 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 Member Party 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 Member Party 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 Member Party will not sell or offer for sale any product or service from any part of the Stadium;
  - 6.1.9 you and each Member Party 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 Member Party will not use as a gift, donation or prize in any promotion, prize draw, auction, raffle or competition, or seek to profit from, your Seat(s), any Event Ticket, Car Park pass, train ticket or other item or benefit provided by virtue of entering into the Membership Agreement. If you wish to donate an 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 Member Party 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 Seat(s) or Event Ticket without WNSL's prior written consent;
  - 6.1.12 you and each Member Party will not exploit any marketing opportunities in relation to the use of the Seat(s) including any display of the Member's or any Member Party's corporate or business logo, trademark or trade name;
  - 6.1.13 you and each Member Party will not damage, remove or in any way alter the Seat(s) or any other property at the Stadium;
  - 6.1.14 you and each Member Party will not consume alcohol in the Stadium in contravention of the Ground Regulations, any Regulatory Requirements or any applicable laws; and
  - 6.1.15 you undertake that you are not and will not during the Membership 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 Member Party will remain seated in accordance with the Ground Regulations;
  - 6.2.2 within Club Wembley and in respect of Club Matches only, fans supporting the participating teams are not segregated and that you and each Member Party will behave responsibly accordingly. If so notified before any Event by WNSL, you and each Member Party 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 Member

- Party 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 Club Wembley and the Seats for the purpose of, without limitation, the placing of marketing samples and/or other advertising materials;
- 6.2.4 if you or a Member Party 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 Member Party'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 Member Party'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 Member Party, and you will procure the performance of the same by each Member Party.
- 6.4 If you or any Member Party 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 Member Party to a different location within the Stadium or eject the Member and/or any Member Party from the Stadium without any reduction, refund or part refund.
- 7. Term and Termination**
- 7.1 Your Membership shall remain in effect for the duration of the Membership Period, unless terminated earlier in accordance with the Membership Agreement.
- 7.2 Without prejudice to any of your other rights and remedies, you may terminate the Membership 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 Membership Agreement.
- 7.3 Without prejudice to any of WNSL's other rights and remedies, WNSL may terminate the Membership Agreement with immediate effect by giving written notice to you if:
- 7.3.1 you fail to pay any sum due by the due date set out in the Membership Agreement, and then fail to remedy the failure within 14 days of receipt of a reminder from us;
- 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 Member Party makes any unauthorised sale, transfer, assignment or offer of your Membership, the Seat(s) or an Event Ticket;
- 7.3.7 you fail to pay any sum due to WNSL under a previous Club Wembley 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 Member Party 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 Membership Fee in accordance with WNSL's rights under the Membership 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 Membership Agreement, suspend your Membership (including the use of your Seat(s)) and offer your Seat(s) to any third party in WNSL's discretion. No reduction, refund or part refund will apply during any period of suspension of your Membership and WNSL shall have no duty to account to you for any amounts received by WNSL in relation to the use of your Seat(s) by a third party;
- 7.4.3 refuse you or any Member Party entry into the Stadium; and/or
- 7.4.4 require you or any Member Party to leave the Stadium.
- We may also, without notice, refuse you access to an Event if you fail to pay the Membership Fee in accordance with the payment dates set out in the Membership Agreement (or such other dates agreed in writing with WNSL).
- 7.5 If WNSL terminates the Membership 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 Membership 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 Membership Agreement and unpaid as at the date of termination.
- 7.6 Upon expiry of the Membership Period or earlier termination of the Membership Agreement, your right to use your Seats and receive benefits under the Membership Agreement will immediately

cease. Any renewal or extension of the Membership 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 Membership Agreement or under law or in equity.
- 7.8 This clause 7 and clauses 1 (Definitions and Interpretation) 4 (Membership 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 Membership Agreement, will survive expiry or termination of this Agreement and will continue in full force and effect.
- 7.9 The Membership 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 Membership Agreement.

## 8. Liability and Indemnity

- 8.1 WNSL's liability under, or in connection with, the Membership Agreement, whether in contract, tort (including negligence) or otherwise, will not exceed the aggregate amount of the Membership Fee paid by you as at the date such liability arose.
- 8.2 WNSL shall not be liable under, or in connection with, the Membership 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 Membership Agreement to the contrary, nothing in the Membership Agreement shall exclude or limit WNSL's liability: (i) for death or personal injury resulting from WNSL's negligence; or (ii) for any other liability which cannot be limited or excluded by law. Nothing in the Membership Agreement (including these Terms of Membership) 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 Member Party; and
- 8.4.2 the enforcement of the Membership Agreement (including the recovery of any unpaid Membership 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 Membership 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 Membership 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 (for example, a requirement to play a match 'behind closed doors'); 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 Membership Agreement is personal to you and you may not sell, transfer, assign, cost-share, co-licence, sub-licence, pledge or otherwise encumber the Membership Agreement, or any of your rights, benefits and obligations under the Membership Agreement, including the right to use your Seat(s), 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 Membership Agreement may be: (i) assigned to a third party; or (ii) 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 Membership Agreement to The FA or any subsidiary of The FA and the Member hereby consents to any such assignment, novation or transfer. Any such assignment will not prejudice your rights under the Membership Agreement.
- 10.4 WNSL may at any time assign its rights in the Membership 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 Membership Agreement.

## 11. Data Protection

- 11.1 Your personal data will be used in accordance with The FA's privacy policy, as available on The FA's website and as may be updated by The FA from time to time. By becoming a Club Wembley member, you agree that you wish to receive emails and other communications from WNSL in relation to Club Wembley, 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 Club Wembley. You further agree that WNSL may record telephone calls in relation to Club Wembley for training and monitoring purposes.

## 12. General

- 12.1 By entering into the Membership 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 Member is not an individual, each individual executing the Membership Agreement on behalf of the Member represents and warrants that he or she is duly authorised to execute and deliver the Membership Agreement on behalf of the Member and that the Membership Agreement is binding upon the Member (and where the Member is an unincorporated joint venture or association or a partnership, each member 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 Membership Period not to disclose any of the terms of the Membership 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 Membership 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 Membership 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 Membership Agreement does not grant exclusive possession of the whole or any part of 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), the Stadium or any part thereof) or funds of WNSL.
- 12.6 Nothing in the Membership 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 Membership Agreement will be construed to be a waiver or release of any other subsequent default or breach by the other party under the Membership Agreement. No failure or delay by either party in the exercise of any right, power or remedy provided for in the Membership 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 Membership 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 Membership Agreement and the remainder of the Membership Agreement shall not be affected.
- 12.9 The rights, powers and remedies provided in the Membership 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 Membership Agreement. A person who is not a party to the Membership Agreement shall not be entitled to enforce any term of the Membership 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 Membership Agreement constitutes the entire agreement between the parties in relation to your Membership 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 Membership Agreement, save those expressly set out in the Membership Agreement, and that you shall have no rights or remedies with respect to such subject matter otherwise than under the Membership 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 Membership 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 Membership. WNSL may issue an updated Membership Agreement if, for example, you increase your holding of Seats or if you upgrade to a different Seat Category for the remainder of the Membership Period, subject to agreement by WNSL.
- 12.13 The Membership 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 Membership 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.