

Hospitality Package Terms and Conditions

1 INTRODUCTION

- (a) It is a condition of your use of the Event Ticket for the Event that you, on your own behalf and on behalf of any person using the Event Ticket on the day of the Event, comply with these terms and conditions of use of the Event Ticket (**Terms and Conditions**). In addition, by attending an Event at Wembley Stadium, you and any person using the Event Ticket on the day of the Event, are agreeing to comply with Wembley Stadium's COVID-19 Spectator Code of Conduct, which can be found [here](#).
- (b) In these Terms and Conditions, when we refer to **we, us, our** or **WNSL**, we mean Wembley National Stadium Limited, a company incorporated under the laws of England and Wales under registration number 03388437, with registered address Wembley Stadium, Wembley, London, HA9 0WS; and when we refer to **you** or **your** we mean:
- (i) if you are a consumer, the individual attending the Event and using the Event Ticket for a purpose that is wholly or mainly outside of their trade, business, craft or profession; and
 - (ii) if you are not a consumer: (A) the business that you have the authority to bind; or (B) the individual attending the Event and using the Event Ticket for purposes that are not wholly or mainly outside of their trade, business, craft or profession (in each case a **Business**).

2 INTERPRETATION

- (a) When certain words and phrases are used in these Terms and Conditions, they have specific meanings (these are known as **defined terms**). You can identify these defined terms because they usually start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms and Conditions where it was defined (you can find these meanings by looking at the sentence where the defined term is included in bold text). In these Terms and Conditions the following terms have the following meanings:

Agreement means the Booking Form together with these Terms and Conditions;

Booking means your reservation and booking of the Event Ticket for the Event pursuant to the Booking Form;

Booking Form means the form completed by you to book the Event Ticket for the Event, to which these Terms and Conditions are attached;

Car Park means any area designated as a car park by WNSL for you to park a vehicle when attending the Event;

Club Wembley Concourse means the 'North Core' and 'Centre Circle' concourse areas around the middle tier of the Stadium which is for the use of Club Wembley members;

Event means the event that you wish to attend pursuant to your booking of the Event Ticket;

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

Event of Force Majeure has the meaning given to it in Condition 8;

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 the Event;

Excluded Person means:

- (i) any person from time to time banned by The FA from membership of the “England Supporter’s Club” or any successor or replacement official supporters club for the England senior men’s national football 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 (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, the Rugby Football League or otherwise, from travelling to or attending an association football or rugby league match; and
- (v) any person know or reasonably believed by WNSL to have been engaged in the unauthorised sale of tickets for events at the Stadium;

Ground Regulations means the rules and regulations WNSL may establish from time to time concerning events at the Stadium which will be displayed in the Stadium or otherwise available on www.wembleystadium.com;

Guest means any individual holding an Event Ticket issued to you pursuant to your rights under the Agreement;

Laws has the meaning given to it in Condition 7(a);

Participating Teams means the teams participating in a sporting Event;

Regulations has the meaning given to it in Condition 9(a);

Stadium means Wembley Stadium, Wembley, London HA9 0WS;

Stadium Caterer means WNSL’s approved caterer including any concessionaires from time to time; and

The FA means The Football Association Limited, a company incorporated in England and Wales (Registered No. 77797).

(b) In these Terms and Conditions:

- (i) the masculine gender shall include the feminine gender and neuter and the singular number shall include the plural and vice versa;
- (ii) use of the term “including” shall be interpreted to mean “including but not limited to”; and
- (iii) a reference to a person is a reference to that person or such of its successors, assigns and transferees.

(c) The headings in these Terms and Conditions are for the purposes of convenience only and do not form part of and will not affect the construction of these Terms and Conditions.

(d) References in these Terms and Conditions to any statutory provisions shall be construed as references to those provisions as respectively amended, consolidated or re-enacted from time to time and will include any provisions of which they are consolidations or re-enactments.

3 ACCESS TO THE STADIUM

(a) Subject to any Law, Regulation and the Ground Regulations, access to the Stadium will be permitted for the Event specified in the Booking Form during such hours as are notified to you in

writing or as published on WNSL's website from time to time.

- (b) Neither you nor any Guest will be admitted to the Stadium except on presentation at the designated entrance of an appropriate ticket for the Event and complying with such other checks on admission as WNSL may impose from time to time.

4 RESERVATION AND PAYMENT TERMS

- (a) You agree to pay the price specified in the Booking Form immediately on signature of the Booking Form. You acknowledge that the price payable for the Event Ticket is non-refundable except as otherwise provided in these Terms and Conditions.
- (b) In addition to WNSL's rights under Condition 12, WNSL reserves the right to cancel your Booking in the event that the signed Booking Form and full payment of the price specified in the Booking Form is not received by WNSL by the date specified in the Booking Form.

5 CATERING

- (a) If any food and beverage is provided as part of the Event Ticket, these services will be provided by the Stadium Caterer. Any complaints should be taken up directly with the Stadium Caterer on the Event Day. Please contact us if you wish to be provided with the contact details of the Stadium Caterer prior to the Event Day.
- (b) WNSL will have no liability to you or any Guest whatsoever in connection with the provision of any catering that you purchase from the Stadium Caterer in addition to that provided as part of your Booking.
- (c) You will not, and will procure that no Guest will, bring into, prepare or consume within, the Stadium, any food or beverages other than those purchased from the Stadium Caterer.
- (d) You acknowledge and agree that WNSL is under no obligation to sell or procure the sale of alcohol at the Stadium if WNSL is prevented from doing so by any Law, Regulation or the Ground Regulations.

6 CAR PARKING AND TRANSPORT

Use of any Car Park space or complimentary train service by you and any Guest is subject to any terms and conditions of use notified to you by WNSL or the relevant transport operator from time to time.

7 YOUR UNDERTAKINGS AND ACKNOWLEDGEMENTS

- (a) You and each Guest will comply with the Ground Regulations, will observe the terms and conditions upon which the Event Tickets are issued by the relevant Event Holder and will use the Event Ticket only for the purpose of viewing the Event and for the related hospitality and entertainment purposes.
- (b) You and each Guest will comply with all laws, ordinances, orders, rules and regulations (whether statutory or otherwise and including health and safety requirements) governing the Stadium while attending the Event (**Laws**) and will not permit any violation thereof.
- (c) You and each Guest will not behave in a threatening or abusive manner while attending the Event or when otherwise in or in the vicinity of the Stadium. You will be held responsible for your and any Guest's actions including, but not limited to, actions arising from the consumption of alcoholic beverages.
- (d) You acknowledge and agree that standing to view the Event may restrict the view of other spectators and cause safety and security risks and you and each Guest will remain seated in accordance with the Ground Regulations.

- (e) You acknowledge and agree that within the Club Wembley Concourse, fans supporting the Participating Teams in football matches are not segregated and that you and each Guest will behave responsibly accordingly. If so notified before the Event by WNSL (having acted pursuant to a requirement of the police or the local licensing authority), you and each Guest will not be permitted to wear the team colours of any Participating Team if to do so might create a safety and/or security risk. You acknowledge and agree that you and each Guest may be moved within, or ejected from, the Stadium if you or they wear any team colours and WNSL reasonably believes this might create a safety and/or security risk.
- (f) You and each Guest will not bring into the Stadium any prohibited articles, including any flammable, toxic, illegal or other hazardous substances, materials or equipment. A list of articles that cannot be brought into the Stadium is available on www.wembleystadium.com.
- (g) You and each Guest will not sell or offer for sale the Event Ticket or any Car Park pass or any other item or benefit provided to you pursuant to your Booking.
- (h) You and each Guest will not bring into the Stadium any cameras or audio or visual or data broadcasting or recording equipment of any kind for commercial purposes without the prior written consent of WNSL and you and each Guest will not broadcast or record from the Stadium all or any part of the Event by any means or technology nor exploit the same. For the avoidance of doubt, you or any Guest acting in breach of this provision will be liable to be ejected from the Stadium and to deliver up any tapes, films, disks or other recordings or data, the copyright of which is acknowledged as belonging to WNSL or, where the Law does not permit WNSL to take ownership of such copyright, you hereby grant WNSL a perpetual, royalty-free, worldwide, sub-licensable licence to use such material for any purpose.
- (i) You acknowledge, agree and consent to the recording of your and each 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.
- (j) You acknowledge and agree that CCTV is in operation at the Stadium and that your and each Guest's image may be recorded and kept for security purposes. Please refer to The FA Group's privacy policy (<http://www.thefa.com/public/privacy>) for further details.
- (k) You and each Guest will not sell or offer for sale any product or service from any part of the Stadium.
- (l) You and each Guest will not carry out any gambling or betting activities in the Stadium except via WNSL's official bookmaker.
- (m) You and each Guest will not use as a gift or prize in any external promotion or external competition or auction or otherwise seek to profit from any Event Ticket, Car Park pass or other item or benefit provided to you or release any publicity or make any public statements about any internal promotion or competition.
- (n) You and each Guest will not run any advertisements or promotions relating to or involving in any way WNSL, the Event Holder, the Event, the Stadium or Event Ticket(s).
- (o) You and each Guest will not exploit any marketing opportunities in relation to the use of the Event Ticket, including any display of your or any Guest's corporate or business logo, trade mark or trade name. You and each Guest will comply with any additional marketing or advertising restrictions which may be imposed by the Event Holder in respect of the Event.
- (p) You and each Guest will not consume alcohol in the Stadium in contravention of the Ground Regulations or any Regulation or Law.

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

If you or any Guest fails to comply with any of the provisions of this Condition 7, WNSL may at its sole discretion, and without prejudice to any of its other remedies, move you and/or any Guest to a different location within the Stadium or eject you and/or any Guest from the Stadium without any refund or compensation.

8 FORCE MAJEURE

- (a) If, by reason of an Event of Force Majeure, either you or we are delayed in, or prevented from, performing any of the provisions of these Terms and Conditions (other than the payment of money), then such delay or non-performance will not be deemed to be a breach of these Terms and Conditions and no loss or damage will be claimed by the other party by reason of the Event of Force Majeure.
- (b) The expression an Event of Force Majeure means an event or circumstance or combination of events or circumstances beyond the reasonable control of the affected party, including any of the following: act of God, 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 the Event at the Stadium and any action required to ensure compliance with Laws, the Ground Regulations or the Regulations, war, fire, flood, lightning, explosion, 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 the affected party which results in or causes the failure (including by delay) or inability by such party to perform any of its obligations under these Terms and Conditions, provided that industrial action taken by the employees of an affected party will not constitute an Event of Force Majeure save where such action is taken in the context of a nationwide non-industry specific industrial dispute.

9 LIABILITY

- (a) The Agreement is subject to the provisions from time to time of the general safety certificate applying to the Stadium, 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, the Fédération Internationale de Football Association (FIFA), the Union des Associations Européennes de Football (UEFA), the European Commission 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 (the **Regulations**). In the event of any conflict or inconsistency between the Regulations and the Agreement, the Regulations will prevail. WNSL will not be in breach of the Agreement by reason of compliance with the Regulations.
- (b) Notwithstanding Conditions 9(c)(iv) and (v), WNSL does not seek to exclude or limit its liability for death or personal injury caused by its, its officers', employees' or agents' negligence or for any fraud or willful misconduct.
- (c) If you are a Business:
 - (i) WNSL will not be liable for, and you will not assert any deductions, set-off or claim of any nature against WNSL for any act or omission of or any breach or default by any person other than WNSL;
 - (ii) you will be bound by the terms and conditions established from time to time by WNSL or the Event Holder for cancellation, abandonment, postponement or replaying of the Event. Subject to Conditions 9(b) and (c)(iv), WNSL will have no liability to you or any Guest on account of any such cancellation, abandonment, postponement or replay or other failure or deficiency in the conduct of such Event, provided that if an Event is cancelled, abandoned or postponed prior to its scheduled start time, you may either: (A) claim a full refund of the price of the Booking; or (B) attend the Event at the re-arranged Event Date (if applicable);
 - (iii) WNSL, its officers, employees, agents and contractors will not be liable or responsible for any loss, damage, or injury to you or any Guest, or any property of you or any Guest,

resulting from any cause whatsoever, unless due to the negligence or the wilful misconduct of WNSL or of its officers, employees or agents;

- (iv) subject to Condition 9(b), WNSL's aggregate liability to you or any Guest in connection with the Agreement and the Booking, whether in contract or tort (including negligence) or in any other way, will not exceed the price payable by you for the Booking pursuant to the Booking Form;
 - (v) WNSL will not be liable to you or any Guest whether in contract, tort 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;
 - (vi) if any services are not available for any reason beyond the reasonable control of WNSL, no refund or part refund will be made of any amounts paid by you and WNSL will not otherwise be liable to you in such circumstance unless otherwise provided in these Terms and Conditions; and
 - (vii) WNSL will not be liable to you for the late delivery or non-delivery of any Event Tickets, Car Park pass or complimentary train tickets provided WNSL has posted the same within reasonable time of receipt by WNSL or otherwise made the items available prior to the Event.
- (d) If you are a consumer:
- (i) and we fail to comply with these Terms and Conditions, subject to Condition 9(b), we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that the Agreement became binding on you and us;
 - (ii) subject to Condition 9(b), our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price that you have paid for the Event Ticket; and
 - (iii) nothing in these Terms and Conditions affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

10 YOUR RESPONSIBILITY FOR LOSS, DAMAGE AND INSURANCE

- (a) You will be fully responsible and liable (on an indemnity basis if you are a Business) to WNSL and its affiliates and their respective officers, employees, agents and contractors in respect of any liability, losses, claims, demands, costs and expenses, including legal and other professional fees, arising out of any personal injury or property damage caused by any act or omission of you or any Guest.
- (b) You will be fully responsible and liable (on an indemnity basis if you are a Business) to WNSL in respect of:
 - (i) all legal fees and other professional fees and costs incurred by WNSL in the enforcement of these Terms and Conditions whether or not litigation is actually commenced and including any appeal proceedings; and
 - (ii) the cost of repair of any damage (other than ordinary wear and tear) to any parts of the Stadium caused by any act or omission of you or any Guest.

11 AUTHORITY OF PURCHASER

- (a) If you are a Business and you are not an individual:
 - (i) you will, if requested by WNSL, provide reasonable evidence of your power and authority to make the Booking; and
 - (ii) each individual making the Booking represents and warrants that he or she is duly authorised to make the Booking and agree to these Terms and Conditions on behalf of you and that these Terms and Conditions are binding upon you (and where you are 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 DEFAULT AND CANCELLATION

- (a) WNSL may cancel the Booking and terminate the Agreement by giving immediate written notice to you if:
 - (i) you fail to pay any sum due from you on time, and then fail to remedy the failure within the reasonable time (being not less than 7 days if payment is due at least 90 days before the Event) stated in a written notice to you specifying the failure and requiring that it is remedied;
 - (ii) you breach any other term of these Terms and Conditions, including any terms and conditions of an Event Holder and/or a relevant transport operator (if applicable);
 - (iii) (being an individual) you or any Guest are or become an Excluded Person;
 - (iv) you or any Guest commit any act or omission that, in the reasonable opinion of WNSL, is prejudicial to the interests of WNSL and then, if the prejudice is capable of remedy, fail to remedy the prejudice within the time (being not less than 7 days if the relevant act or omission occurs at least 30 days before the Event) stated in a written notice to you specifying the act or omission, and specifying the prejudice and requiring that it is remedied;
 - (v) if you are a Business: (A) (being an individual) a bankruptcy petition is presented against you, or you make an application for an interim order under the Insolvency Act for the time being in force, or you enter into a voluntary arrangement or composition with your creditors; (B) (being a body corporate) you convene a meeting with your creditors, or come to any arrangement with them, or have a petition for winding up or an administration order presented against you, or pass a resolution for winding up or have a receiver or administrative receiver appointed over all or any part of your assets; (C) (being a partnership) you are dissolved; or (D) the equivalent, in any country other than England and Wales, of any event specified in this Condition 12(a)(v) occurs; or
 - (vi) if you are in arrears or otherwise owe monies to WNSL for other products and/or services sold by WNSL and fail to pay such amounts on request.
- (b) If, in the reasonable opinion of WNSL, you or any Guest:
 - (i) causes any disturbance or nuisance in the Stadium;
 - (ii) otherwise prejudices the safety or welfare of any person present in the Stadium;
 - (iii) contravenes any of the undertakings contained in Condition 7, the Ground Regulations or any applicable terms and conditions of an Event Holder; or
 - (iv) make any unauthorised sale or offer of sale of the Event Ticket,

WNSL may:

- A. refuse that person entry into the Stadium;

B. require that person to leave the Stadium; and/or

C. cancel the Booking and terminate the Agreement by giving immediate written notice to you.

- (c) If you fail to pay, when due, any sum due from you for the Booking (including any sum due to the Stadium Caterer), WNSL may refuse you and any Guest entry into the Stadium or require any of those persons to leave the Stadium.
- (d) If WNSL cancels the Booking and terminates the Agreement under Condition 12(a) or (b), WNSL will be entitled to retain all sums paid by you for the Booking as compensation for loss for breach of these Terms and Conditions and subsequent cancellation of the Booking.
- (e) The rights and remedies of WNSL under this Condition 12 shall be in addition to any other right or remedy of WNSL under these Terms and Conditions or under the law or in equity.

13 SALE, ASSIGNMENT AND THIRD PARTY RIGHTS

- (a) You will not sell, transfer, assign, cost-share, co-license, sub-license, pledge or otherwise encumber any of your rights and obligations pursuant to the Agreement, including the right to use an Event Ticket, without the prior written consent of WNSL. Any act in contravention of the foregoing will be null and void, will be a material breach giving rise to a right of cancellation for WNSL and may also constitute a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994.
- (b) A person who is not a party to the Agreement may not enforce any of their terms under the Contracts (Rights of Third Parties) Act 1999.

14 OTHER IMPORTANT TERMS

- (a) Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- (b) If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- (c) If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.
- (d) If you are a Business:
 - (i) the Agreement contains the entire agreement between you and us and supersedes all prior written or oral agreements and understandings pertaining to the subject matter of the Agreement. Both you and we acknowledge that in entering into the Agreement each of you and us has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other in relation to the subject-matter of the Agreement at any time before its coming into effect (together **Pre-Contractual Statements**), other than those which are set out in the Agreement, provided that nothing in this Condition 14(d) shall exclude or restrict the liability of either you or us arising out of our or your (as applicable) fraudulent misrepresentation or fraudulent concealment;
 - (ii) all notices, demands and other communications between the parties required or appropriate

in relation to the Agreement will be in writing and deemed given if posted, postage prepaid, to the other party at their respective addresses set out on the Booking Form 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 and if sent via e-mail, upon the generation of a receipt notice by the other party's server, or if such notice is not so generated, upon receipt by the other party's server.

- (iii) we may assign, novate, or transfer any of our rights or obligations under the Agreement to another legal entity by giving written notice to you.

15 GOVERNING LAW AND JURISDICTION

- (a) The Agreement is governed by English law. This means that your use of the Event Ticket pursuant to the Booking, and your attendance at the Event, and any dispute or claim arising out of or in connection therewith will be governed by English law.
- (b) If you are a consumer:
 - (i) you can bring proceedings in respect of the Agreement in the English courts. However, as a consumer, if you live in Scotland you can bring legal proceedings in respect of the Agreement in either the Scottish or the English courts; if you live in Northern Ireland you can bring legal proceedings in respect of the Agreement in either the Northern Irish or the English courts; and if you live in another European Union Member State you can bring legal proceedings in respect of the Agreement in either the English courts or the courts of the Member State in which you live; and
 - (ii) you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms and Conditions, including Condition 15(a), affects your rights as a consumer to rely on such mandatory provisions of local law.
- (c) If you are a Business, any dispute arising out of or in connection with the Agreement, the Event Ticket and/or the Event (whether contractual or non-contractual) will be referred to the exclusive jurisdiction of the English courts.

16 Contacting us

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us using the following details:

Address: Club Wembley, Wembley Stadium, Wembley, London HA9 0WS

Email address: clubwembley@wembleystadium.com