



# One Hotspur Executive Club Handbook

# Table of Contents

1.	Definitions and interpretation	4
2.	Core Benefits	14
3.	Super Suite Benefits	15
4.	Sideline Suite Benefits	18
5.	Super Loge Benefits	21
6.	Loge Box Benefits	23
7.	Sky Lounge Benefits	24
8.	Premium Seat Benefits	25
9.	Grant of rights	26
10.	Use of the Facility	26
11.	Your obligations	28
12.	Dress Code	32
13.	Disabled Licensees or Guests	32
14.	Our obligations	33
15.	Unavailability of Facility	34
16.	Repairs and maintenance	34
17.	Fittings, furnishings and equipment	35
18.	Access to and inspection of the Facility	35
19.	Parking	35
20.	Advertising Rights	36
21.	Facility Customisation Rights	36
22.	NFL Games	37

23.	Equivalent packages and Excluded Events	38
24.	Liability	38
25.	Changes to dates, refunds and exchanges	39
26.	Force majeure	39
27.	Termination	40
28.	Cancellation	42
29.	Food and beverage – general terms	43
30.	Indemnity	44
31.	Notices	44
32.	Waiver	45
33.	Amendments	45
34.	Severability	45
35.	Entire agreement	45
36.	Joint and several liability	45
37.	Contracts (Rights of Third Parties) Act 1999	45
38.	Assignment and sub-contracting	46
39.	Confidentiality	46
40.	Use of your Information	46
41.	Governing law and jurisdiction	48

# Glossary

## 1. Definitions and interpretation

1.1 In this Executive Club Handbook (unless otherwise specified, or the context otherwise requires) and where applicable:

<b>Additional Seats</b>	means external Seats in addition to the Contracted Seats procured and installed in the Facility by us at your request;
<b>Advertising Rights</b>	means those advertising rights as specified in the Club Benefits;
<b>All Risks Insurance</b>	means industry standard insurance that provides cover against any physical loss or damage to work executed and materials and against the reasonable cost of removal and disposal of debris and of any shoring and prop works which result from such physical loss or damage but excludes costs necessary to repair, replace or rectify property which is defective due to wear and tear, obsolescence, deterioration, rust, or mildew;
<b>Applicable Laws</b>	means all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority in any jurisdiction;
<b>Authority</b>	means any: (A) judicial, regulatory, public, or government authority; (B) Football Authority; (C) law enforcement body; and (D) any of their agents, having jurisdiction in any form over any part of the Club;
<b>Away Ticket</b>	means a ticket for a football match played by the First Team at a venue other than the Stadium;
<b>Building Contract</b>	means a contract between you and a Club Preferred Contractor in relation to the execution of the Planning Works and/or the Customisation Works;

<b>Business Day</b>	means any day which is not a Saturday, Sunday or a public holiday in England or Wales;
<b>Business Hours</b>	means 09:30 to 17:30 London time on any Business Day;
<b>Cancellation Period</b>	means the period ending 14 days from the date of the Letter;
<b>Car Park</b>	means any area designated as a car park by us for you to park a vehicle from time to time;
<b>Car Pass</b>	means the material provided to you without production and display of which no vehicle shall be admitted to, remain in or be removed from the Car Park;
<b>Club</b>	means Tottenham Hotspur Stadium Limited, trading as Tottenham Hotspur Football Club;
<b>Club Benefits</b>	means the Core Benefits together with the relevant Facility Benefits, as granted under the Licence Agreement;
<b>Club Caterer</b>	means the body appointed by us to provide catering at the Facility, from time to time;
<b>Club Group</b>	means Tottenham Hotspur Stadium Limited and any of its parent or subsidiary companies, and the subsidiary companies of such parent companies, each as from time to time;
<b>Club Preferred Contractor</b>	means a contractor appointed by us as a preferred provider of services at the Facility, a list of which will be prepared and updated by us from time to time at our sole discretion, and made available to you upon request;
<b>Competition</b>	means any of the Premier League, the FA Cup, the Football League Cup, UEFA Champions League and/or UEFA Europa League (excluding finals and testimonials) or such other replacement competitions as come into existence during the Licence Period, and any other matches played at the Stadium by the First Team;

<b>Compliance Obligation</b>	means compliance by any member of the Club Group with any reporting, disclosure or other obligations under any applicable local or foreign laws, regulations, directives, court orders, agreements with or demands from the appropriate Authorities;
<b>Construction Regulations</b>	means the Construction (Design and Management) Regulations 2015, as amended from time to time (or any successor legislation) and any legislation derived from it;
<b>Contracted Seats</b>	means those seats the details and number of which are set out in the Letter and as notified to you from time to time;
<b>Core Benefits</b>	means the benefits as described under the heading “Core Benefits” in this Executive Club Handbook;
<b>Customisation Work</b>	<p>means, where the Facility Type is a Super Suite or a Sideline Suite, and your Facility Benefits include the right to customise your Facility, any internal, non-structural:</p> <p>(E) strip-out, addition, modification, alteration, refurbishing or fitting; and</p> <p>(F) electrical, plumbing, heating work or audio-visual installation;</p>
<b>Dedicated Account Manager</b>	means the individual appointed by us to assist you in relation to your Licence Agreement during the Licence Period;
<b>Dress Code</b>	means the dress code as we, in our absolute discretion, may reasonably impose in respect of you and your Guests, as stated in this Executive Club Handbook from time to time;
<b>Due Date</b>	means any date by which payment from you to us is due pursuant to the terms of the Licence Agreement or the terms of any notice to you from us;
<b>Entry Materials</b>	means the voucher booklet or such other entry card or ticket relating to the Facility provided to you in order for you (and your Guests, if any and as the case may be) to access the Facility in accordance with the terms of the Licence Agreement and this Executive Club Handbook;

<b>Event</b>	means any Match or Excluded Event;
<b>Excluded Event</b>	means any event held at the Stadium which is not a Match or which is an event that is open to the public for which all of the Stadium or any part thereof is not controlled by us in our capacity as Stadium owner/operator, including, but not limited to, the final match of any Competition, whether or not the First Team plays in such a match;
<b>Excluded Event Period</b>	means the period beginning 72 hours immediately before the start of an Excluded Event and ending 72 hours immediately after the end of that Excluded Event, as notified by us to you from time to time;
<b>Executive Club Handbook</b>	means this One Hotspur Executive Club Handbook setting out the Club Benefits and the terms and conditions of the Club's provision of hospitality under the Licence Agreement, incorporating the Ground Regulations and any other rules and regulations the Club may establish from time to time, each as amended from time to time;
<b>Facility</b>	has the meaning given to that term in each respective Licence Agreement;
<b>Facility Benefits</b>	means the Super Suite Benefits, the Sideline Suite Benefits, the Super Loge Benefits, the Loge Box Benefits, the Sky Lounge Benefits, and the Premium Seat Benefits, as attaching to the corresponding Facility Type;
<b>First Team</b>	means the men's senior football team representing the Club, as constituted from time to time;
<b>Football Authority</b>	means The Football Association, the Premier League, the Football League, UEFA and/or FIFA;
<b>Glossary</b>	means this glossary of terms and definitions;
<b>Ground Regulations</b>	means the rules and regulations we may establish from time to time concerning Matches at the Stadium which will be displayed at the Stadium or on our website, or notified to you in writing;

<b>Guest</b>	means any person holding Entry Materials issued to you or using the Facility pursuant to your rights under the Licence Agreement;
<b>Home Ticket</b>	means a ticket for a Match;
<b>Information</b>	means Personal Information and confidential information;
<b>Interest</b>	means four per cent (4%) per annum above the base rate from time to time of HSBC Bank Plc;
<b>Inventory</b>	means, where applicable, a list presented by you and verified by us, of property items kept by you in the Facility from time to time pursuant to the terms of the Licence Agreement;
<b>Letter</b>	means the letter (and its annexes) from us to you relating to and forming part of the Licence Agreement;
<b>Licence Agreement</b>	means the Letter, read in conjunction with this Executive Club Handbook;
<b>Licence Period</b>	means the period beginning on the date set out in the Licence Agreement and ending on the final Match of the last Season specified in the Licence Agreement;
<b>Loge Box</b>	means the facility so designated by us from time to time;
<b>Loge Box Benefits</b>	means the Core Benefits and the Facility Benefits in clause 6, each as amended by us from time to time;
<b>Match</b>	means any association football match played at the Stadium during the Licence Period by the First Team, in any Competition or as an exhibition match or friendly match, excluding for the avoidance of doubt testimonials and any other matches played at the Stadium during an Excluded Event and in each case also excluding, for the avoidance of doubt, any final match (or replay thereof), played at the Stadium in any of the Competitions (whether or not the First Team plays in such a match) where the reason that such match is being played at the Stadium is that the Stadium has been chosen by the



	relevant Authority as a neutral venue to hold that match;
<b>Matchday</b>	means a day on which a Match is played at the Stadium;
<b>Match Programme</b>	means any programme produced in any format, including, but not limited to, hardcopy or digital, which we may in our absolute discretion choose to produce in relation to a Match from time to time;
<b>NFL</b>	means the National Football League, an unincorporated trade association existing under the laws of the state of New York in the United States of America, currently comprising 32 member clubs for the purposes of promoting the sport of American football;
<b>NFL Fee</b>	means a fee for the right to attend, on average, two NFL Games per season, subject to, but limited to, the terms and conditions of clause 22.1, calculated pro rata at a rate of five per cent. of the Season Fee for each NFL Game;
<b>NFL Game</b>	means any competitive regular season American football game in the International Series (as defined by the NFL from time to time) of the American National Football League between two NFL Member Clubs that is played at the Stadium, excluding any divisional play-offs or Super Bowl Game;
<b>NFL Member Clubs</b>	means the member professional American football clubs of the NFL;
<b>Non-Event Day</b>	means a Business Day on which a Match or Excluded Event is not being held at the Stadium;
<b>Official Bookmaker</b>	means the bookmaker designated by us from time to time as the official bookmaker for the Stadium;
<b>Opening</b>	means the operational completion of the Stadium, being the date we notify you as being the date on which the Stadium is first ready for staging a Match (the Club having obtained all relevant and necessary consents), to be determined by the Club in its absolute discretion;
<b>Opening Season</b>	means the first Season commencing following Opening;

<b>Opening Season Fee</b>	means the sum specified as such in the Licence Agreement;
<b>Payment Instruction</b>	means any form which we may choose to send you in order to obtain the details of the means by which you intend to pay the Season Fee;
<b>Payment Schedule</b>	means the dates on which the Season Fee is payable as specified in the Licence Agreement;
<b>Permitted Hours</b>	means the times during which the Facility may be used by you, commencing three hours before the published kick-off time for a Match and terminating up to two hours after the final whistle of that Match (each as determined by us in our absolute discretion in respect of each Match) unless other circumstances such as extra-time or a penalty shoot-out prevail and/or such other reasonable alternative times as may be stipulated in writing by us and notified to you in writing from time to time, subject at all times to kick-off times and any Regulations;
<b>Personal Information</b>	means any information relating to an individual from which that individual can be identified;
<b>Personal Property</b>	means property items belonging to you or your Guests, as well as any property items that we would have reason to believe belong to you or your Guests, or over which you or your Guests have beneficial ownership;
<b>PIP</b>	has the meaning given to it by clause 13.9(A);
<b>Planning Work</b>	means, where the Facility Type is a Super Suite or a Sideline Suite and your Facility Benefits include the right to customise your Facility, any internal non-structural architectural, engineering and design planning;
<b>Premier League</b>	means the English Premier League under the jurisdiction of the Football Association Premier League Limited or successor body;
<b>Premium Seat</b>	means the facility so designated by us from time to time;
<b>Premium Seat Benefits</b>	means the Core Benefits and the Facility Benefits in clause 8, each as

	amended by us from time to time;
<b>Regulations</b>	means all Applicable Laws; the provisions from time to time of the general safety certificate applying to the Stadium; the Executive Club Handbook; the Ground Regulations; any rules and regulations developed by the Club; and the byelaws, laws, rules, regulations, directions, codes of practice and/or guidelines of the London Borough of Haringey, the Football Licensing Authority, any Football Authority, the European Commission and any other authority or organisation that has jurisdiction or authority in relation to the holding of Matches at the Stadium from time to time, each as amended from time to time;
<b>Season</b>	means the period during which Matches are played by the Club, commencing usually in August of one calendar year and ending usually in May of the following calendar year;
<b>Season Fee</b>	means the Opening Season Fee and the Subsequent Season Fees in relation to each Subsequent Season, as specified in the Licence Agreement;
<b>Seating Area</b>	means an area where Seats have been installed;
<b>Seats</b>	means the seats installed by us in the Facility;
<b>Sideline Suite</b>	means the facility so designated by us from time to time;
<b>Sideline Suite Benefits</b>	means the Core Benefits and the Facility Benefits in clause 4, each as amended by us from time to time;
<b>Sky Lounge</b>	means the Facility so designated by us from time to time;
<b>Sky Lounge Benefits</b>	means the Core Benefits and the Facility Benefits in clause 7, each as amended by us from time to time;
<b>Stadium</b>	means the stadium, being part of the Northumberland Development Project, owned as at the date of the Licence Agreement by the Club or a member of the Club Group, and at which the Club has the right, with effect from the Opening, to play Matches;

<b>Standard Motor Vehicle</b>	means a motor vehicle conforming to the dimensions and weight requirements determined by us in our absolute discretion from time to time;
<b>Subsequent Season</b>	means each Season during the Licence Period other than the Opening Season;
<b>Subsequent Season Fee</b>	means the fee payable annually in advance of each Season during the Licence Period apart from the Opening Season Fee, as set out in the Licence Agreement;
<b>Super Bowl Game</b>	means the annual final championship game of the NFL;
<b>Super Loge</b>	means the facility so designated by us from time to time;
<b>Super Loge Benefits</b>	means the Core Benefits and the Facility Benefits in clause 5, each as amended by us from time to time;
<b>Super Suite</b>	means the facility so designated by us from time to time;
<b>Super Suite Benefits</b>	means the Core Benefits and the Facility Benefits in clause 3, each as amended by us from time to time;
<b>Termination</b>	means a termination of the Licence Agreement prior to the end of the Licence Period, pursuant to the terms of clause 27; and
<b>VAT</b>	means value added tax or any similar tax levy or duty whenever created or imposed.

1.2 In construing this Executive Club Handbook and the Licence Agreement, unless otherwise specified:

- (A) references to “you”, “your” and “yours” are references to the Licensee, as set out in the Licence Agreement;
- (B) references to “we”, “us”, “our” and “ours” are references to the Club, as set out in the Licence Agreement;
- (C) capitalised words have the meaning given to them in the Glossary to this Executive Club Handbook or in the Licence Agreement, as the case may be;
- (D) words in the singular shall include the plural and vice versa;
- (E) words importing the masculine, feminine or neuter genders shall include the other genders;
- (F) references to individuals, companies, corporations, partnerships, firms and other unincorporated bodies or other forms of undertakings shall include each and all of them;
- (G) references to all values in the Licence Agreement (including, without prejudice to the generality of the foregoing, prices and costs) are deemed to be exclusive of VAT in all cases unless the contrary intention is expressly stated;
- (H) all the terms and provisions of the Licence Agreement, including, without limitation, all rights granted to you hereunder are subject to the Regulations. In the event of any conflict or inconsistency between the provisions of the Licence Agreement and any such Regulation, the relevant Regulation shall prevail. We shall not be in breach of the Licence Agreement by virtue of any action which we take or omit to take to ensure compliance with the Regulations;
- (I) references to any Regulations (except where the context otherwise requires) shall be construed as referring to any Regulation which replaces, re-enacts, amends or consolidates such Regulation (with or without modification) at any time; and
- (J) the headings are for reference only and do not limit the interpretation thereof.

# Club Benefits

## 2. Core Benefits

2.1 The Club grants you the right:

- (A) to use the Facility during Permitted Hours on any Matchday;
- (B) to receive a set of Entry Materials in respect of each Seat for all Matches;
- (C) to receive complimentary refreshments, as set out under the terms of the respective Facility Benefits and clause 29;
- (D) to acquire Away Tickets on a priority basis, subject to availability and on terms determined by us from time to time; and
- (E) to receive one complimentary copy of the Match Programme per Contracted Seat for every Match,

being the “Core Benefits”.

2.2 You will be entitled to the Core Benefits from Opening until the end of the Licence Period, together with the Facility Benefits attaching to your Facility Type as granted to you in the Licence Agreement.

### 3. Super Suite Benefits

- 3.1 The “Super Suite Benefits” are set out in this section.

#### NFL Games

- 3.2 Where the NFL Fee has been paid by you as part of your Season Fee, we grant you the right to use your Facility, on average, for two NFL Games per Season during the term of your Licence Agreement, subject to the conditions of clause 22.1 of this Executive Club Handbook.

#### Customisation of the Facility

- 3.3 You will customise and fit out the interiors of the Facility at your own expense. We will make available a list of Club Preferred Designers and Club Preferred Contractors for the design and execution of such customisation under arrangements and contracts concluded solely between you and them. We may require you to reinstate and return the Facility to its original state at the Termination of the Licence Agreement or within 30 Business Days after the end of the Licence Period and at your own expense.
- 3.4 You may also request us to install Additional Seats, the number of which must be agreed in writing between you and us. The cost of procurement and installation of such Additional Seats must be borne by you.
- 3.5 Any such customisation or installation may only be executed during a period to be agreed between you and us in writing at our sole discretion. We shall be under no obligation to grant consent for such customisation to be executed during the Season.
- 3.6 All Planning Works and Customisation Works may only be carried out by a Club Preferred Contractor.

#### Catering

- 3.7 We will provide a complimentary meal service for you and your Guests during Permitted Hours on Matchdays. We will also make a cash bar or a pre-approved stock bar available for use by you and your Guests at the same time.
- 3.8 The cost of any refreshments ordered by you or your Guests in addition to the complimentary refreshments provided by us during Permitted Hours, or for consumption on a Non-Event Day, will be borne by you.
- 3.9 Please note that you and your Guests will not be allowed to bring food and/or drinks into the Stadium (including the Facility).

#### Advertising Rights

- 3.10 Where we produce a Match Programme, you will have the right, at no additional cost or expense, to have your logo listed in the Match Programme, subject at all times to our discretion.

- 3.11 You will also have the right, at no additional cost or expense, to advertise your products or services on a part of our online business directory or website designated by us from time to time, subject to the content of such advertisement being agreed between you and us in advance.
- 3.12 Your name and logo may also be displayed on a single plaque at the Facility in a form, position and format determined by us.

### **Non-Event Day access**

- 3.13 You may use the Facility for private purposes free of charge during Business Hours on Non-Event Days during the Licence Period, subject to access to the Stadium being available, and the proposed use being outside Excluded Event Periods. For the avoidance of doubt, you will not have access to the Facility during any Excluded Event Periods.
- 3.14 You will be responsible for the cost of any food or beverages ordered by you or your Guests for a Non-Event Day. Any such order must be placed with us at least 7 days in advance, and shall be selected from a designated menu made available by us.
- 3.15 We reserve the right to determine and charge a fee for the use of the Facility on Non-Event Days. If we decide to charge a fee for the use of the Facility on Non-Event Days, we will inform you in writing and at least 30 days in advance of such fee coming into effect.
- 3.16 Notwithstanding any of the above, your use of the Facility on Non-Event Days shall at all times be at our absolute discretion, and subject to any terms, conditions and requirements specified by us or any Authority from time to time.

### **Parking**

- 3.17 You may park up to three Standard Motor Vehicles in the Car Park during Permitted Hours on Matchdays.
- 3.18 On Matchdays, we may provide you and your Guests with a designated pickup and drop-off point at the Stadium, complimentary use of a valet parking service and/or a shuttle service between designated locations and the entrance to the Stadium and/or access to a pre-booked private car (chauffeur and/or taxi), the arrangements of which shall be determined by us in our absolute discretion.
- 3.19 Parking in the Car Park on Non-Event Days is subject to availability, and we reserve the right to charge you for such service.

### **Home Tickets**

- 3.20 You will have the right to acquire additional Home Tickets on a priority basis, subject to availability and on terms determined by us from time to time.





## Additional benefits

- 3.21 Any additional benefits we may grant to you and on terms to be determined by us, each as from time to time.

## 4. Sideline Suite Benefits

- 4.1 The “Sideline Suite Benefits” are set out in this section.

### NFL Games

- 4.2 Where the NFL Fee has been paid by you as part of your Season Fee, we grant you the right to use your Facility, on average, for two NFL Games per Season during the term of your Licence Agreement, subject to the conditions of clause 22.1 of this Executive Club Handbook.

### Customisation of the Facility

- 4.3 You will customise and fit out the interiors of the Facility at your own expense. We will make available a list of Club Preferred Designers and Club Preferred Contractors for the design and execution of such customisation under arrangements and contracts concluded solely between you and them. We may require you to reinstate and return the Facility to its original state at the Termination of the Licence Agreement or within 30 Business Days after the end of the Licence Period and at your own expense.
- 4.4 You may also request us to install Additional Seats, the number of which must be agreed in writing between you and us. The cost of procurement and installation of such Additional Seats must be borne by you.
- 4.5 Any such customisation or installation may only be executed during a period to be agreed between you and us in writing at the Club's sole discretion. We shall be under no obligation to grant consent for such customisation to be executed during the Season.
- 4.6 All Planning Works and Customisation Works may only be carried out by a Club Preferred Contractor.

### Catering

- 4.7 We will provide a complimentary meal service for you and your Guests during Permitted Hours on Matchdays. We will also make a cash bar or a pre-approved stock bar available for use by you and your Guests at the same time.
- 4.8 The cost of any refreshments ordered by you or your Guests in addition to the complimentary refreshments provided by us during Permitted Hours, or for consumption on a Non-Event Day, will be borne by you.
- 4.9 Please note that you and your Guests will not be allowed to bring food and/or drinks into the Stadium (including the Facility).

## Advertising Rights

- 4.10 Where we produce a Match Programme, you will have the right, at no additional cost or expense, to have your logo listed in the Match Programme, subject at all times to our discretion.
- 4.11 You will also have the right, at no additional cost or expense, to advertise your products or services on a part of our online business directory or website designated by us from time to time, subject to the content of such advertisement being agreed between you and us in advance.
- 4.12 Your name and logo may also be displayed on a single plaque at the Facility in a form, position and format determined by us.

## Non-Event Day access

- 4.13 You may use the Facility for private purposes free of charge during Business Hours on Non-Event Days during the Licence Period, subject to access to the Stadium being available, and the proposed use being outside Excluded Event Periods. For the avoidance of doubt, you will not have access to the Facility during any Excluded Event Periods.
- 4.14 You will be responsible for the cost of any food or beverages ordered by you or your Guests for a Non-Event Day. Any such order must be placed with us at least 7 days in advance, and shall be selected from a designated menu made available by us.
- 4.15 We reserve the right to determine and charge a fee for the use of the Facility on Non-Event Days. If we decide to charge a fee for the use of the Facility on Non-Event Days, we will inform you in writing and via our website at least 30 days in advance of such fee coming into effect.
- 4.16 Notwithstanding any of the above, your use of the Facility on Non-Event Days shall at all times be at our absolute discretion, and subject to any terms, conditions, and requirements specified by us or any Authority from time to time.

## Parking

- 4.17 You may park up to two Standard Motor Vehicles in the Car Park during Permitted Hours on Matchdays.
- 4.18 On Matchdays, we may provide you and your Guests with a designated pickup and drop-off point at the Stadium and/or a shuttle service between designated locations and the entrance to the Stadium and/or access to a pre-booked private car (chauffeur and/or taxi), the arrangements of which shall be determined by us in our absolute discretion.
- 4.19 Parking in the Car Park on Non-Event Days is subject to availability, and we reserve the right to charge you for such service.



## Home Tickets

- 4.20 You will have the right to acquire additional Home Tickets on a priority basis, subject to availability and on terms determined by us from time to time.

## Additional benefits

- 4.21 Any additional benefits we may grant to you and on terms to be determined by us, each as from time to time.

## 5. Super Loge Benefits

5.1 The "Super Loge Benefits" are set out in this section.

### NFL Games

5.2 Where the NFL Fee has been paid by you as part of your Season Fee, we grant you the right to use your Facility, on average, for two NFL Games per Season during the term of your Licence Agreement, subject to the conditions of clause 22.1 of this Executive Club Handbook.

### Catering

5.3 On Matchdays during Permitted Hours, we will provide you and your Guests with:

- (A) complimentary food; and
- (B) complimentary wine, beer, house spirits and soft drinks.

5.4 The cost of any refreshments ordered by you or your Guests in addition to the complimentary refreshments provided by us during Permitted Hours will be borne by you.

5.5 Please note that you and your Guests will not be allowed to bring food and/or drinks into the Stadium (including the Facility).

### Advertising Rights

5.6 Where we produce a Match Programme, you will have the right, at no additional cost or expense, to have your logo listed in the Match Programme, subject at all times to our discretion.

5.7 You will also have the right, at no additional cost or expense, to advertise your products or services on a part of the Club's online business directory or website designated by the Club from time to time, subject to the content of such advertisement being agreed between you and the Club in advance.

### Parking

5.8 You may park up to two Standard Motor Vehicles in the Car Park during Permitted Hours on Matchdays.

5.9 On Matchdays, we may provide you and your Guests with a designated pickup and drop-off point at the Stadium, complimentary use of a valet parking service and/or a shuttle service between designated locations and the entrance to the Stadium and/or access to a pre-booked private car (chauffeur and/or taxi), the arrangements of which shall be determined by us in our absolute discretion.

### Home Tickets

5.10 You will have the right to acquire additional Home Tickets on a priority basis, subject to availability and on terms determined by us from time to time.



## Additional benefits

- 5.11 Any additional benefits we may grant to you and on terms to be determined by us, each as from time to time.

## **6. Loge Box Benefits**

6.1 The “Loge Box Benefits” are set out in this section.

### **NFL Games**

6.2 Where the NFL Fee has been paid by you as part of your Season Fee, we grant you the right to use your Facility, on average, for two NFL Games per Season during the term of your Licence Agreement, subject to the conditions of clause 22.1 of this Executive Club Handbook.

### **Catering**

6.3 On Matchdays during Permitted Hours, we will provide you and your Guests with:

- (A) complimentary food;
- (B) complimentary beer, wine and soft drinks at half-time; and
- (C) a cash bar for you and your Guests to order additional drinks for purchase.

6.4 Please note that you and your Guests will not be allowed to bring food and/or drinks into the Stadium (including the Facility).

### **Advertising Rights**

6.5 Where we produce a Match Programme, you will have the right, at no additional cost or expense, to have your logo in the Match Programme, subject at all times to our discretion.

6.6 You will also have the right, at no additional cost or expense, to advertise your products or services on a part of the our online business directory or website designated by us from time to time, subject to the content of such advertisement being agreed between you and us in advance.

### **Parking**

6.7 You may park one Standard Motor Vehicle in the Car Park during Permitted Hours on Matchdays.

6.8 On Matchdays, we may provide you and your Guests with a designated pickup and drop-off point at the Stadium and/or a shuttle service between designated locations and the entrance to the Stadium and/or access to a pre-booked private car (chauffeur and/or taxi), the arrangements of which shall be determined by us in our absolute discretion.

### **Home Tickets**

6.9 You will have the right to acquire additional Home Tickets on a priority basis, subject to availability and on terms determined by us from time to time.

### **Additional benefits**

6.10 Any additional benefits we may grant to you and on terms to be determined by us, from time to time

## **7. Sky Lounge Benefits**

7.1 The "Sky Lounge Benefits" are set out in this section.

### **Catering**

7.2 On Matchdays during Permitted Hours, we will provide you and your Guests with:

- (A) complimentary light food;
- (B) a complimentary welcome drink upon arrival;
- (C) complimentary wine, beer and soft drinks at half-time; and
- (D) a cash bar for you and your Guests to order additional drinks for purchase.

7.3 Please note that you and your Guests will not be allowed to bring food and/or drinks into the Stadium (including the Facility).

### **Parking**

7.4 You may park one Standard Motor Vehicle for every four Contracted Seats in the Car Park during Permitted Hours on Matchdays.

7.5 On Matchdays, we may provide you and your Guests with a designated pickup and drop-off point at the Stadium and/or a shuttle service between designated locations and the entrance to the Stadium and/or access to a pre-booked private car (taxi), the arrangements of which shall be determined by us in our absolute discretion.

### **Additional benefits**

7.6 Any additional benefits we may grant to you and on terms to be determined by us, from time to time.



## 8. Premium Seat Benefits

8.1 The "Premium Seat Benefits" are set out in this section.

### Catering

8.2 On Matchdays during Permitted Hours, we will provide you and your Guests with:

- (A) complimentary light food;
- (B) complimentary wine, beer and soft drinks at half-time; and
- (C) access to a cash bar for you and your Guests to order additional drinks for purchase.

8.3 Please note that you and your Guests will not be allowed to bring food and/or drinks into the Stadium (including the Facility).

### Additional benefits

8.4 Any additional benefits we may grant to you and on terms to be determined by us, from time to time.

# Terms and Conditions

## 9. Grant of rights

- 9.1 Your access to and use of the Club Benefits is, at all times, subject to the terms of this Executive Club Handbook and the Ground Regulations, as amended from time to time.
- 9.2 The terms of the Ground Regulations are incorporated into the Licence Agreement and this Executive Club Handbook.
- 9.3 For the avoidance of doubt, we do not grant you any exclusive possession nor do we create a tenancy of any kind in relation to the Facility or any part of the Stadium.
- 9.4 We reserve the right to withdraw your access to the Facility for the duration of the Excluded Event Period.
- 9.5 Where you have acquired tickets for an Excluded Event, your access to the Stadium shall be pursuant to, and limited by, the terms and conditions of such Excluded Event.
- 9.6 You acknowledge and agree that the naming and numbering convention of your Contracted Seats is subject to change, and that this does not affect the location of your Contracted Seats.
- 9.7 You acknowledge and agree that we shall not be in breach of any obligation to you where we are prevented from providing any of the Club Benefits on account of any of our obligations howsoever arising:
- (A) to any relevant Authority;
  - (B) to any sponsor of any competition or tournament in which we are engaged or for which the Stadium is a designated venue;
  - (C) to any of our sponsors or commercial partners; or
  - (D) to any sponsor, host, promoter or organiser of an Excluded Event.

## 10. Use of the Facility

- 10.1 You only have the right to use the Facility in accordance with the terms and conditions of the Licence Agreement.
- 10.2 The dates and/or kick-off times of all Matches are subject to change due to television coverage and other circumstances. Regular newsletters will advise you of any Match date changes, additional fixtures and/or kick-off times. This information will also be available on our website.
- 10.3 Entry to and/or use of the Facility shall only be permitted upon the satisfactory production by you (and by your Guests) of the correct Entry Materials. You (and your Guests) must produce the correct Entry Materials on entry to the Facility and carry the correct Entry Materials at all times while on our premises. You (and your Guests) must also comply with any such other reasonable checks on admission

as we may impose from time to time. Failure to comply with such checks may result in access to the Facility being denied.

- 10.4 Where, under the terms of the Licence Agreement, you are permitted to bring Guests into the Facility, you shall ensure that, at each Match, the total number of people you are bringing into the Facility (inclusive of you) does not exceed the total number of Entry Materials issued to you by us for that Match, and you shall not allow the total number of people in the Facility to exceed such number.
- 10.5 You acknowledge and agree that any attempt to bring persons who are not in possession of the designated Entry Materials into the Facility or the Stadium before, during or after the Match may result in termination of the Licence Agreement pursuant to clause 27.
- 10.6 Where we have permitted you to keep Personal Property inside the Facility beyond the Permitted Hours on Matchdays:
- (A) such items of Personal Property may be left in the Facility at your sole personal risk;
  - (B) all such items must be listed in the Inventory in written and photographic form in a format to be determined by the Club, such Inventory to be prepared by you and delivered to us in advance of the first Match of the Opening Season and at any rate prior to any such item of Personal Property being brought into the Facility;
  - (C) you will be responsible for maintaining adequate insurance in relation to any and all such items of Personal Property;
  - (D) any such items of Personal Property shall be brought into or removed from the Facility only in the presence of designated representatives of the Club, with any additions or removals being immediately recorded by you in the Inventory; and
  - (E) a copy of the Inventory shall be held by us and you at all times and an updated copy shall be provided by you to the Club within 24 hours of any change being made to the Inventory.
- 10.7 We accept no responsibility for any loss or damage caused to any Personal Property.
- 10.8 We shall be entitled to remove any items of Personal Property left in the Facility beyond the Permitted Hours by you or your Guests that have not been listed in the Inventory within 24 hours after the expiry of the relevant Permitted Hours. Any such Personal Property will be retained by us or a third party acting on our behalf for a period of no fewer than 28 days and will be deemed abandoned thereafter and may be disposed of in our absolute discretion without incurring any liability to you or your Guests.
- 10.9 You may remove from the Facility any Personal Property listed in the Inventory prior to the start of any Excluded Event Period, and return such property items to the Facility after the end of the Excluded Event Period at your own sole cost and risk. Any items of Personal Property left in the Facility during any Excluded Event Period shall be left in the Facility at your own sole risk. You acknowledge that neither the Club nor the promoter of an Excluded Event shall have any liability for any Personal Property left in the Facility during an Excluded Event Period.
- 10.10 We shall be entitled to remove any items of Personal Property left in the Facility at the expiry of the Licence Period. Such Personal Property will be deemed abandoned and may be disposed of in our absolute discretion without incurring any liability to you or your Guests.

- 10.11 No dangerous, flammable, toxic, corrosive, illegal or other hazardous substances, materials or equipment, or items containing such substances or materials, may be brought into, used or kept in the Facility or in any other area of the Stadium. We reserve the right at our absolute discretion to require you to remove at your own risk and expense any such items or materials that may have been brought by you or any of your Guests into the Facility or any other area of the Stadium.

## **11. Your obligations**

- 11.1 You agree to observe and perform your obligations under the Licence Agreement, which shall apply (where the context so permits) to each of your Guests. You must ensure that all of your Guests are aware that they are bound by the terms of your Licence Agreement, as applicable, as a condition for their entry into the Stadium.
- 11.2 You acknowledge and agree that you will at all times be responsible and liable for the actions and behaviour of each of your Guests.
- 11.3 You will pay the Season Fee without set-off or any deduction, and in accordance with the provisions of the Payment Schedule.
- 11.4 If the Season Fee is not paid in accordance with the Payment Schedule, we reserve the right to charge you Interest on the Season Fee from the Due Date (such Interest to be calculated on a daily basis until payment in full, whether formally demanded or not). Nothing in this clause 11 entitles you to withhold or delay payment of the Season Fee or any other sums due under the Licence Agreement, or affects our rights in relation to any non-payment.
- 11.5 You acknowledge and agree that all Entry Materials, Car Passes and/or any other items granted to you under the Licence Agreement are personal to you, are not transferable and shall not be transferred, assigned, resold, donated or lent under any circumstance, save:
- (A) where expressly permitted by us in our absolute discretion;
  - (B) via a ticket exchange system operated by us or on our behalf, if we make such a ticket exchange system available in respect of the Facility; or
  - (C) where the Entry Materials may be used by (but not sold to) your Guests in accordance with the terms and conditions of the Licence Agreement.
- 11.6 You acknowledge that the unauthorised sale (or offering or exposure or advertising for sale), or giving to someone who pays for some other goods, of tickets to a football match is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994 (as amended). If you or any of your Guests are convicted of a criminal offence related to the illegal sale (or offering or exposure or advertising for sale), or giving to someone who pays for some other goods, or football tickets, or we reasonably suspect that you or your Guests have committed such an offence, we may:
- (A) notify the Premier League, who may, in turn, notify the UK Football Policing Unit. Information that we may disclose includes contact details of you and/or your Guests, information about the offence (or suspected offence) and about any other ticket purchases; and/or
  - (B) immediately suspend access to the Stadium and/or terminate the Licence Agreement and/or cancel or suspend any Entry Materials in your name. In the event of such suspension or termination, no refund will be paid in respect of any Matches missed or for the remainder of

the Licence Period save to the extent that we are able to resell the Facility, in which case a refund may be given to you in accordance with clause 27.3(D).

- 11.7 Without our prior and express written permission, to be given or withheld in our absolute discretion, you shall not offer use of the Facility (or, where applicable, any part of the Facility) - including, without limitation, any Entry Materials - as a prize or gift in any external competition (including, without limitation, any game, lottery, auction or raffle) or external promotional activities of any nature; nor shall you (or any of your Guests) make any public statement, announcement or declaration or carry out or be associated with any promotional activity of whatever nature expressly or impliedly referring to a relationship between:
- (A) you and/or your Guest and/or any third party associated with you and/or your Guest; and
  - (B) the Club or any member of the Club Group.
- 11.8 You and each of your Guests will not exploit any marketing opportunities in relation to the use of the Facility, including, without limitation, any display of your Guests' or your corporate or business logos, trademarks or trade names, save as expressly permitted by us.
- 11.9 You and each of your Guests will comply with all additional marketing or advertising restrictions which may be imposed by us in respect of any Match. For the avoidance of doubt, we, our commercial partners and sponsors, as well as any Football Authority, may exercise marketing opportunities in relation to the Facility for the purpose of, without limitation, the placing of marketing samples and/or other advertising materials.
- 11.10 You and each of your Guests acknowledge and agree that the Entry Materials will remain our property at all times and we reserve the right to require the immediate return of Entry Materials at any time.
- 11.11 You and each of your Guests will use the Facility only for the purpose of viewing the Match and, where applicable, for the related hospitality and entertainment purposes of your Guests.
- 11.12 You and your Guests will not bring into the Stadium any dangerous, flammable, toxic, corrosive, illegal or other hazardous substances, materials or equipment.
- 11.13 You and your Guests shall at all times use the Facility in a proper and lawful manner and so as not to cause nuisance, annoyance or inconvenience to us or any other person, and shall at all times comply with all applicable Regulations and all other instructions issued by us from time to time in respect of the Facility and/or the Stadium.
- 11.14 Without prejudice to the generality of the foregoing you and your Guests undertake:
- (A) not to commit any act which is in breach of any Regulation relating to the consumption of alcohol in the Stadium (or generally) and to strictly abide by our licensing rules and regulations; and
  - (B) to comply with the Ground Regulations.
- 11.15 You acknowledge that the Stadium is an all-seater stadium and that no standing is allowed during any Match in any Seating Area, subject always to the Ground Regulations. Failure to comply with our requirements in respect of conduct during Matches may result in ejection from the Stadium.

- 11.16 You and your Guests acknowledge that the smoking of cigarettes or the use of electronic smoking devices is not permitted anywhere within the entire Stadium, including in the Facility. We reserve the right to eject you or any of your Guests from the Stadium for failure to comply with this requirement.
- 11.17 Where applicable, you shall not permit any signs or advertisements to be affixed or displayed on the exterior of the Facility or within it so as to be visible from the outside, except as expressly permitted by us.
- 11.18 We reserve the right to require you to pay on demand for the use of any communication equipment (including, but not limited to, telephones and data links) that we may provide you with from time to time.
- 11.19 You and, where applicable, each of your Guests shall not impede or interfere with the Club or its officers, servants or agents in the exercise of its rights of exclusive possession (and/or control of) at and in the Stadium.
- 11.20 You and your Guests shall not do or permit anything which would or might constitute a breach of any statutory requirement affecting the Facility or Stadium which might vitiate, in whole or part, any insurance effected in respect of the Stadium and/or the Facility, and including, but not limited to, fixtures and fittings.
- 11.21 You and your Guests shall comply with all obligations in respect of fittings, fixtures, furnishings and equipment of the Facility.
- 11.22 You and your Guests shall not use any recording media of any nature whatsoever to record, transmit or copy, in part or in totality, any Match or other relevant Event at the Stadium.
- (A) If you or your Guests act in breach of this provision, you and/or your Guests will be liable to be ejected from the Stadium and required, at our sole discretion, to deliver, delete or destroy any tapes, films, discs, storage device, data file or other recordings or data. You and your Guests acknowledge and accept that the copyright in any authorised recording, transmission or data is automatically assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to us or the relevant Football Authority (as determined by us).
- (B) You and your Guests (if and whenever required to do so by us and/or the relevant Football Authority) shall promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights as described in this clause 11.22 to us and/or the relevant Football Authority, absolutely and with full title guarantee.
- 11.23 You and your Guests will not carry out any gambling or betting activities in the Stadium, except through our Official Bookmaker or where expressly authorised in writing by us.
- 11.24 You and your Guests shall comply with all terms and conditions in respect of all food and beverages consumed in the Facility as set out in this Executive Club Handbook and in any Regulations.
- 11.25 You shall make all payments that are due to us pursuant to the terms and provisions of the Licence Agreement, as instructed by us. Such payments shall be made to us or to another member of the Club Group authorised in writing by us to submit invoices to and collect payment from you.

- 11.26 If you or your Guests lose or misplace any Entry Materials, or if any Entry Materials are stolen from you or your Guests, you must report this to us as soon as possible. We are under no obligation to issue duplicates of Entry Materials issued to you or any of your Guests, but we may do so in our absolute discretion and on such terms and conditions as we direct and, unless otherwise directed by us, there shall be a fee charged to you for the issue of such duplicates. The level of such fee at the relevant time shall vary depending on the specific circumstances and you shall be informed of the level of the fee prior to the issue of such duplicate.
- 11.27 You and your Guests acknowledge that the name "Tottenham Hotspur" and the Club logo are trademarks owned by us or another member of the Club Group and in which we have built up a substantial amount of goodwill. Any unauthorised use of the Club name or Club logo by you or your Guests without our prior express written consent is strictly prohibited. We reserve the right to take any action as we deem appropriate (including commencing legal proceedings) to protect our brand and image.
- 11.28 We may from time to time create images and/or audio-visual footage of you and/or any of your Guests attending the Stadium and/or any premises owned or controlled by us. By entering the Stadium or such premises, you and your Guests acknowledge that we own all rights in such images and footage and shall be entitled to use it for the purpose of:
- (A) promoting us and our commercial partners; and
  - (B) any other commercial activity;
- provided in each case that, in our reasonable opinion, such use does not harm the reputation of the relevant individual whose image is used. Entry into the Stadium is confirmation that you and your Guests have consented to such use of your image or that of any of your Guests (as applicable), unless we have received prior written notification to the contrary. If these images should feature an individual prominently, we will make reasonable efforts to gain the consent of that person before publishing such image. However, you and your Guests acknowledge that this might not always be possible.
- 11.29 Further to clause 11.28 above, if a person is under 18 years of age, either:
- (A) the parent, guardian or responsible adult who is accompanying the minor into the Facility shall be deemed to have provided consent on the minor's behalf; or
  - (B) to the extent that such person is not accompanied by a parent, guardian or responsible adult, that person's parent or guardian shall be deemed to have provided consent on their behalf by that person entering the Facility.
- 11.30 Where your Licence Agreement grants you Advertising Rights, you will provide at your own cost any advertising material as you may wish to display in the Facility in accordance with the Advertising Rights. You accept the entire responsibility and risk for any such advertising material and any other items brought into the Facility by you and any insurance in relation to these will be at your own cost.
- 11.31 You acknowledge that any ticket that you purchase or any Entry Material you receive pursuant to your rights under the Licence Agreement is subject to the terms and conditions of issue of the relevant Football Authority or any body responsible for issuing that ticket. You and your Guests agree to comply with such terms and conditions of issue.



## 12. Dress Code

- 12.1 You and your Guests shall comply with the Dress Code while in the Stadium, including while in the Facility.
- (A) Our Dress Code is, at a minimum, smart casual.
  - (B) For the avoidance of doubt:
    - (i) smart denim jeans and casual footwear are permitted;
    - (ii) the only football shirts permitted to be worn at Matches are Tottenham Hotspur football shirts; and
    - (iii) shorts and denim clothing that is torn, distressed or bleached are expressly prohibited at all times.
  - (C) It is at our sole discretion to judge whether you or your Guests comply with the Dress Code.
  - (D) Failure by you or your Guests to comply with our Dress Code will result in access to the Stadium being denied.

## 13. Disabled Licensees or Guests

- 13.1 This clause 13 applies only where you or any of your Guests are or is registered with us as disabled. Please let us know in advance if you have any disability, so we may make the appropriate arrangements as reasonable or required by Applicable Laws for your comfort and safety.
- 13.2 If you wish to bring a Guest with a disability to a Match, you must inform us at least one Business Day in advance of that Match so that any requirements of your Guest can be addressed properly.
- 13.3 If you or your Guest, being registered with us as disabled, wish to use a mobility device in the Stadium, you must inform us at least one Business Day in advance of that Match so that appropriate and reasonable arrangements can be made.
- 13.4 Subject to reasonableness and availability, we will aim to meet the requirements in clauses 13.2 and 13.3, but this may result in a reduction in the number of Seats available as part of the Facility on the relevant Matchday.
- 13.5 Entry Materials are required for entry into the Facility. If you or any of your Guests are disabled and will be accompanied by a personal assistant or companion, please inform us at least 72 hours in advance so that we may issue the appropriate Entry Materials. Any personal assistant or companion for you or any of your Guests must also bring their relevant Entry Materials with them to every Match.
- 13.6 Personal assistants or companions must only attend Matches when accompanying a disabled Licensee or disabled Guest.
- 13.7 Costs for catering, food or beverages within the Facility associated with a personal assistant or companion shall be borne by you and will be determined by us from time to time.



- 13.8 If you as a disabled Licensee are or your disabled Guest is unable to attend a Match, please notify us as soon as possible so that, if applicable, we can sell or donate your place to another disabled supporter, a charity or local disability organisation.
- 13.9 Where this clause 13 applies you must also present the original of one of the following documents in advance of purchase and bring at the start of each Season (and where applicable, your Guest must also bring the original of one of the following documents to every Event he or she attends):
- (A) Confirmation of Personal Independence Payment ("PIP");
  - (B) Confirmation of the Middle or Higher rate of Disability Living Allowance;
  - (C) Confirmation of the Middle or Higher rate of Mobility Allowance;
  - (D) Confirmation of the Middle or Higher rate of Attendance Allowance;
  - (E) Confirmation of the Middle or Higher rate of Severe Disablement Allowance;
  - (F) Certification of being Registered Blind or Partially Sighted; or
  - (G) A personal letter of support from your hospital specialist dated within the last two months.
- 13.10 Each capitalised expression used in clause 13.9 and not otherwise defined in this Executive Club Handbook has the meaning given to it in the relevant Regulations from time to time.
- 13.11 Receipt of a Blue or Orange badge or incapacity benefit shall not be considered sufficient to enable you or your Guests to purchase Entry Materials to or benefit from our facilities as a disabled person at the Stadium.
- 13.12 Please note that stewards and our staff will be carrying out checks of Entry Materials. All proven abuses of the personal assistant or carer provisions will be dealt with severely and may result in the termination of the Licence Agreement.
- 13.13 You and/or your Guests to which this clause 13 applies shall provide to us either:
- (A) at the time of the completion of the Licence Agreement and at the start of each Season; or
  - (B) at least 72 hours prior to the beginning of an Event where the medical requirements and/or medication and/or equipment were unknown at the beginning of the Season,
- a list of any medical requirements and/or medication and/or medical equipment of which we should be made aware.
- 13.14 Contact details for our disability helpline are (and are updated from time to time on our website): [disability@tottenhamhotspur.com](mailto:disability@tottenhamhotspur.com) and 020 8365 5161.

## 14. Our obligations

- 14.1 Subject to timely receipt of payment of the Season Fee in accordance with the Licence Agreement, we shall supply to you prior to the first Match of each Season in the Licence Period the Entry Materials for you and, where applicable, your Guests to enable you to gain admission to the Facility for each Match to be played during the relevant Season at the Stadium.

- 14.2 Where the Licence Agreement includes the possibility of you bringing one or more Guests, the Entry Materials to be provided by us to you will not in any event exceed the number of Seats per Match granted to you pursuant the Licence Agreement.
- 14.3 We will use all reasonable endeavours to clean and, where applicable, light and heat the Facility and supply the power necessary during the Permitted Hours and to maintain the Facility in good repair and condition (fair wear and tear excepted).
- 14.4 Where you have been granted the right to access the Facility on Non-Event Days, we will use all reasonable endeavours to clean and, where applicable, light and heat the Facility and supply the power necessary during Business Hours on those days.

## **15. Unavailability of Facility**

- 15.1 We reserve the right, in our sole discretion, to allocate to you on a temporary basis an equivalent Facility anywhere in the Stadium, including (but without limiting the circumstances when that discretion may be exercised):
- (A) when the Facility, or the area of the Stadium where the Facility is located, is closed for repairs, maintenance or rebuilding;
  - (B) to comply with the requirements of any Authority;
  - (C) when the visiting club is allocated the entire or any part of the stand at the Stadium usually occupied by you; or
  - (D) when we, the police or any other relevant Authority otherwise considers it desirable in the interests of safety, crowd control or other Club requirements to reallocate the Facility.
- 15.2 As far as possible, details of any Match at which there will be a reallocation of the Facility to which the Licence Agreement applies will be notified on our website and, where practicable, in advance in writing.
- 15.3 We reserve the right, in our sole discretion, to use the Facility (or permit the Facility to be used) for such purposes as we may see fit or authorise from time to time during Excluded Event Periods. You will not have access to the Facility during any Excluded Event Periods.

## **16. Repairs and maintenance**

- 16.1 We will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the Stadium. We are not liable for (and shall not be in breach of our obligations by reason of) any breakages or defects to any part of the Stadium which are not the result of fair wear and tear or are caused by the acts or omissions of any licensee or the guest of a licensee (including you and your Guests).
- 16.2 We will not be liable for (and will not be in breach of our obligations by reason of) any breakages in, or defects to, any part of the Stadium if, pursuant to clause 15 or otherwise, we provide you with an alternative Facility at the Stadium or any other stadium where the First Team plays its home football matches in the relevant competition.

- 16.3 We have the right to charge you for the cost of repairs, maintenance, replacement or cleaning of any part of the Stadium, or any fixtures or fittings therein, resulting from any act or omission by or of you or your Guests other than as a result of fair wear and tear.
- 16.4 We and each of our employees, agents or contractors shall have the right at any time to carry out emergency repairs to any part of the Stadium, or any fixtures or fittings therein, or any adjoining property of the Club, and to suspend access to such areas of the Stadium as necessary, including the Facility.

## **17. Fittings, furnishings and equipment**

- 17.1 All the Facility fittings, furnishings and equipment shall at all times remain our property unless, where applicable, supplied by you in accordance with the terms of the Licence Agreement.
- 17.2 You shall not in any circumstances bring any fittings, furnishings or equipment into the Stadium, including, where applicable, into the Facility, without our express prior written permission. The cost of transport and installation of any such fittings, furnishings and equipment must be borne by you. Any such fittings, furnishings or equipment must be removed on the expiry or Termination of the Licence Agreement at your own expense.
- 17.3 You must obtain our prior written consent before bringing any item of Personal Property into the Facility for any period longer than the Permitted Hours on Matchdays or during Business Hours on Non-Event Days when you have access to the Facility.
- 17.4 You and your Guests shall keep the Facility and any fittings, furnishings and equipment within or associated with it in good condition (fair wear and tear only excepted) and not damage, remove, change or otherwise alter the Facility or its fittings, furnishings or equipment save other than as provided in this Executive Club Handbook and the Licence Agreement.
- 17.5 In the event of any unauthorised damage, removal, alteration or variation either to the Facility or its fittings, furnishings or equipment, you undertake to pay us an amount equal to the cost of reinstating, repairing, or replacing any such damage, removal, alteration or variation, such amount to be determined by us in our absolute discretion (acting reasonably).

## **18. Access to and inspection of the Facility**

- 18.1 We and our employees, agents or contractors have the right at any time to enter and/or inspect the Facility at any time including, without limitation:
- (A) to confirm you are in compliance with the Licence Agreement; and
  - (B) to carry out emergency repairs to the Facility or any property of the Club.

## **19. Parking**

- 19.1 We may, at our absolute discretion, designate specific parking spaces at a designated Car Park, and we reserve the right to change the designated Car Park or parking space from time to time and at our absolute discretion, such provision being subject at all times to any restrictions imposed by any Authority including timed restrictions as to entry and exit.

- 19.2 We will supply you with a Car Pass, without production and display of which no vehicle shall be admitted to, remain in or be removed from the Car Park.
- 19.3 Only Standard Motor Vehicles may be brought into the Car Park.
- 19.4 Any vehicle parked by you or any of your Guests in the Car Park shall be at your sole risk and we will not be liable for any loss or damage to the vehicle or the property left within the vehicle howsoever caused.

## **20. Advertising Rights**

- 20.1 The exercise of any of the Advertising Rights by you shall not incur any fee additional to the Season Fee.
- 20.2 All costs associated with the production, installation, use, transport and insurance of any advertising material you have been granted the right to display in the Facility must be borne by you.

## **21. Facility Customisation Rights**

- 21.1 Where the Facility Type is a Super Suite or a Sideline Suite:
- (A) a Club Preferred Contractor must be engaged by you for the carrying out of any Planning Work or Customisation Work;
  - (B) any Customisation Work may only be carried out with our consent in writing (such consent not to be unreasonably withheld or delayed); and
  - (C) any on-site Planning Work or Customisation Work may only be carried out on dates and at times approved by us in writing.
- 21.2 The Building Contract must require:
- (A) the Planning Work and/or Customisation Work (as applicable) to be carried out:
    - (i) in accordance with good building practice; the Construction Regulations; all necessary approvals, consents, permissions, certificates or licences required; the requirements of the insurers of the Stadium; and this clause 21;
    - (ii) without causing any damage to or making unsafe the Facility, neighbouring facilities and/or the structure or fabric of the Stadium; and
    - (iii) with all reasonable speed;
  - (B) all debris resulting from and equipment used in connection with the Customisation Works to be removed from the Stadium immediately upon the completion of the Customisation Works;
  - (C) any damage caused to the structure or fabric of the Stadium (whether structural or non-structural) as a result of the Planning Work or Customisation Work to be made good;
  - (D) any relevant certificate or documentation required by us in relation to the Customisation Work or the Facility, to be delivered to us within the time limit assigned by us, where requested; and
  - (E) the Club Preferred Contractor to enter into a deed of warranty in our favour on terms approved by us and which shall include a right of step-in for the Club and an indemnity to the Club for any damage whatsoever caused to the structure or fabric of the Stadium (whether structural or non-structural) as a result of the Planning Work or Customisation Work in relation to your

Facility,  
and you must procure the doing of the above.

- 21.3 Prior to carrying out any Customisation Work, you must submit to us the architectural, engineering and/or design plan in a form as required and specified by us including a detailed cost breakdown of the Customisation Work, the proposed start and completion dates of the Customisation Work, and the details of the Club Preferred Contractors chosen by you to carry out the Customisation Work.
- 21.4 We reserve the right to:
- (A) request tests relating to health and safety to be carried out prior to the commencement of the proposed Customisation Work, or during it or after it; and
  - (B) assign a liaison officer or third party professional to supervise the execution of any Customisation Work.
- 21.5 We shall not be liable to you in any way for any loss or damage suffered by you as a result of the initiation or execution of any Planning Work or Customisation Work, and you must secure adequate insurance relating to your liabilities to third parties (including, but not limited to, employers' liability insurance and contractors' All Risks Insurance) in relation to any Planning Work or Customisation Work.
- 21.6 If any Customisation Work has been carried out without (or in contravention of the terms of) our prior written agreement, we may procure or require you to make any changes to the Customisation Work carried out, in which case we may determine which contractors shall be engaged to carry out such changes to the Customisation Work and any timelines for such changes to the Customisation Work to be carried out, each at our sole discretion.
- 21.7 Upon the Termination of the Licence Agreement or expiry of the Licence Period (whichever is earlier), where any Customisation Work has been initiated or completed, we reserve the right to require you at your own cost to make good and return the Facility in a state devoid of any Customisation Work.
- 21.8 All costs associated with the Planning Work and the Customisation Work, including (but not limited to) those relating to obtaining licences, permissions and certificates, conducting any tests or those arising from or connected to clause 21.6 shall be borne by you. You hereby agree to indemnify us for any damage whatsoever caused to the structure or fabric of the Stadium (whether structural or non-structural) as a result of the Planning Work or Customisation Work in relation to your Facility.

## 22. NFL Games

- 22.1 Where your Facility Benefits include the right to pay a surcharge to attend NFL Games (the "NFL Fee") and you have elected to pay the NFL Fee, the following apply:
- (A) the NFL Fee shall be paid at the same time as each Season Fee;
  - (B) by paying the NFL Fee, you reserve the use of your Facility, on average, for two NFL Games per Season; and
    - (i) where fewer than two NFL Games are played at the Stadium in any given Season, we will reimburse you the NFL Fee for that Season on a pro-rata basis; or

- (ii) where more than two NFL Games are played at the Stadium in any given Season, we will invoice you an extra amount towards the NFL Fee on a pro rata basis for the right to attend the extra NFL Games;
- (C) the right to pay the NFL Fee described in this clause 22.1 shall be exercised at the time of signing the Licence Agreement;
- (D) Where you decide not to exercise your right to attend NFL Games:
  - (i) no NFL Fee will be due (and, for the avoidance of doubt, where no NFL Fee is paid at the time of the signing of the Licence Agreement, we will understand that you have decided not to exercise your right to attend the NFL Games);
  - (ii) we will have the right to sell the use of your Facility for NFL Games played at the Stadium during the Licence Period; and
  - (iii) we may, always subject to availability and the consent of the promoters of NFL Games, grant you priority access to purchase tickets to NFL Games played at the Stadium, but will have no obligation to make your Facility or any particular Facility Type available to you, and any such right shall be granted to you at the then market price; and
- (E) the NFL Games referred to in this clause 22.1 exclude any divisional play-offs or Super Bowl Games, and this clause 22.1 is subject to such NFL Games being played at the Stadium.

## **23. Equivalent packages and Excluded Events**

- 23.1 We may (always subject to availability and the approval of the promoter of the Excluded Event) supply equivalent packages for purchase by you for seats allocated to the Club for any semi-final or final of any national or European competition not played at the Stadium in which the First Team participates at the rate of one ticket for every Contracted Seat. Such tickets are subject to availability, provided that if the allocation of tickets to the Club is not sufficient to meet the total demand then the allocation of each licensee will be reduced proportionately.
- 23.2 We may make available for purchase by you tickets for the use of the Facility or a comparable space (as determined by us in our absolute discretion) to any Excluded Event on terms to be determined by us from time to time.

## **24. Liability**

- 24.1 We are not responsible for any loss, damage or injury to you or your Guests. This shall not exclude or limit our liability for the death of, or personal injury to, you or your Guests directly caused by our negligence.
- 24.2 Subject to clause 24.1, our aggregate liability to you or, where applicable, your Guest, in connection with the Licence Agreement, whether in contract or tort (including negligence), will not exceed the aggregate amount of the Season Fee paid by you as at the relevant date.
- 24.3 We are not liable to you or, where applicable, any of your Guests, 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.



- 24.4 We shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of:
- (A) the position of the Facility;
  - (B) the requirements of holders of broadcasting rights, including the requirements of any broadcasting or media authority, or the set-up of any broadcasting or recording equipment; or
  - (C) anything beyond or outside our control.
- 24.5 Except as otherwise set out in the Licence Agreement, and to the fullest extent permitted by Applicable Law, we are not liable in respect of any failure to carry out, or any delay in carrying out, any matter in respect of the Licence Agreement, including admitting you or any of your Guests to the Stadium for a Match, caused by any circumstances outside of our reasonable control.

## **25. Changes to dates, refunds and exchanges**

- 25.1 We cannot give any guarantees that a Match will take place at a particular time or on a particular date. We reserve the right to reschedule any Match or, if so required by an Authority, play the Match out of view of the public, without notice and without any liability whatsoever. Your Licence Agreement will, unless the Match is required to be played out of view of the public, enable you to attend the re-arranged Match. The dates and kick-off times of all Matches are subject to revision and change due to broadcast coverage or other circumstances. For up-to-date information, please visit our website.
- 25.2 We have no further liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage including (but not limited to) loss of enjoyment or travel or accommodation costs.
- 25.3 We do not guarantee that the team for any particular Match will necessarily only be selected from our regular First Team players. We may consider it desirable on occasions to omit regular First Team players and select the First Team from the full playing squad.

## **26. Force majeure**

- 26.1 We shall not be responsible for any loss or damage suffered by you or any of your Guests resulting from the Facility not being available to you or your Guests for any reason outside of our control, howsoever caused.
- 26.2 If a Match is postponed, cancelled or abandoned or if any services are not available for any reason beyond our control, no refund (or part refund) will be made of any amounts paid by you. We are not liable to you unless otherwise explicitly provided in the Licence Agreement.
- 26.3 In the event of the Club being prevented or delayed at any time from performing any of its obligations in the Licence Agreement by reason of any act, event, accident or other happening beyond our control, or which cannot be overcome by means normally employed in the performance and at comparable expense (including, without prejudice to the generality of the foregoing, strikes, lock-outs, industrial disputes, diseases, riots, wars, civil disturbances, fire, explosions, acts of terrorism, radiation or chemical contamination, impact by any vehicle, vessel or aircraft, storms, floods, power failure or the enactment or change in interpretation of any Regulation or any action required to ensure compliance with any Regulation) then any such failure or delay in performance shall not be deemed to constitute a breach of our obligations. In such cases, performance of such obligations shall be suspended during the

continued existence of such act, event, accident or happening and all of our rights at the time for performance shall be extended for a period equal to the aggregate of:

- (A) the period (or periods) of continued existence of such act, event, accident or happening; and
- (B) such further period (if any) as we in our sole discretion reasonably consider is required due to repairs, maintenance, rebuilding, delays in transportation, shortage of manpower or materials or other cause directly occasioned by or attributable to such act, event, accident or happening.

- 26.4 You acknowledge that the Stadium is under construction and changes to any of its design or specifications, including, but not limited to, the Car Park, the Facility or any areas of access to them, may occur due to changes in planning permissions and regulations, engineering and architectural requirements and our business requirements.

## 27. Termination

- 27.1 We may, at our absolute discretion, terminate the Licence Agreement with immediate effect by giving you written notice if:

- (A) you fail to pay any sum due on the Due Date;
- (B) you commit any material breach of any other term of the Licence Agreement and then, if the breach is capable of remedy, fail to remedy the breach within the time (being not less than 10 Business Days) stated in a written notice to you specifying the breach and requiring that it be remedied;
- (C) you commit any persistent breaches of any other term of the Licence Agreement and then, if the breach is capable of remedy, fail to remedy the breach within the time (being not less than 10 Business Days) stated in a written notice to you specifying the breach and requiring that it be remedied;
- (D) *being an individual*, a bankruptcy petition is presented against you, or you make or are the subject of an interim order under the insolvency legislation for the time being in force, or you enter into a voluntary arrangement or composition with your creditors;
- (E) *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;
- (F) *being a partnership*, you are dissolved;
- (G) *being a non-UK entity*, the equivalent of any event specified in clauses 27.1(A) to 27.1(F) occurs;
- (H) you are prohibited by a UK or foreign law or judicial order from attending any football ground (including the Stadium); or
- (I) in accordance with any arrangement between you and us.

- 27.2 If, in our reasonable opinion, you or any of your Guests:

- (A) cause any unreasonable or excessive disturbance or nuisance in the Stadium;
- (B) otherwise prejudice the safety or welfare of any person present in the Stadium;
- (C) fail to pay, when due, any sum due to us under the Licence Agreement;



- (D) contravene any of the other obligations contained in the Licence Agreement, Executive Club Handbook or the Ground Regulations; or
- (E) make any unauthorised advertisement, sale, offer for sale, exposure for sale or transfer of (or gives away to a person who agrees to pay for some other goods or services or offers to do so) any Entry Materials,

we may, without any refund (save where clause 27.3(D) applies):

- (F) withhold, disable or cancel any Entry Materials;
- (G) refuse you or any of your Guests entry into the Stadium and/or require you or any of your Guests to leave the Stadium;
- (H) suspend with immediate effect the provision of Entry Materials to you and any other benefits under the Licence Agreement, pending an investigation and assessment by us as to the appropriate next steps; and/or
- (I) terminate the Licence Agreement with immediate effect by giving you written notice.

**27.3** If the Licence Agreement is terminated by either you or the Club for any reason:

- (A) we will be entitled to retain all sums due from you under the Licence Agreement and paid at the date of termination;
- (B) you will pay us promptly after we demand any sums due from you under the Licence Agreement and still unpaid at the date of termination;
- (C) you are not entitled to any refund of the NFL Fee;
- (D) you are not entitled to any refund of the Season Fee except to the extent that we resell the Facility. In such circumstances:
  - (i) we will use reasonable endeavours to resell your Facility;
  - (ii) if we resell the Facility, we shall repay you a fair proportion (to be reasonably determined by us in our absolute discretion) of the Season Fee paid by you that relates to the unused portion of the Licence Period from the date of termination or a later date (to be determined by us acting reasonably) where we are not otherwise able to exploit the Facility;
  - (iii) notwithstanding clause 27.3(D)(ii), under no circumstance is any deposit paid by you refundable in whole or in part; and
  - (iv) we shall be entitled to deduct from the refund referred to in clause 27.3(D)(ii) an administrative charge (to be determined by us acting reasonably) and any monies owed by you to us, including bank charges and any legal or professional fees incurred by us in the enforcement of the Licence Agreement.

**27.4** If the Facility is damaged or destroyed by fire or any other risk for which we are from time to time insured, then, and at our sole discretion, following receipt of payment from our insurers, we shall either:

- (A) repay to you a fair proportion (to be reasonably determined by us in our absolute discretion) of the Season Fee paid by you; or
- (B) provide an alternative Facility (but not necessarily of an equivalent value or position in the Stadium) from the date of such damage or destruction until the date when the Facility shall

again be rendered fit for occupation and use.

- 27.5 We shall not be liable to you (whether by way of reimbursement of the Season Fee, costs, compensation or otherwise) in the event of any damage or destruction to the Facility.
- 27.6 If we decide during the Licence Period to either redevelop or refurbish the Stadium, or relocate to another premises, and as a consequence of such decision we require possession of the Facility, then we shall serve on you 12 weeks' notice of our intention to repossess the Facility and we shall, on service of such notice, and to the extent we are able, afford you an opportunity to occupy either another facility in the Stadium or an alternative facility in the premises to which we will be relocating.
- (A) We shall offer you alternative facilities in the best comparable position available and on terms to be negotiated between you and us.
- (B) If you are unwilling to accept the terms offered by us, then, on expiration of the period of the said notice, the Licence Agreement shall immediately cease and determine, but without prejudice to any rights or remedies which may have accrued to either party against the other. In such cases you will be entitled to a pro rata repayment of the Season Fee for the period from the date of Termination to the expiration date of the Licence Period.
- 27.7 Our rights and remedies under this clause 27 are in addition to, and not exclusive of, any other of our rights or remedies under the Licence Agreement or otherwise.

## **28. Cancellation**

- 28.1 You have the right to cancel the Licence Agreement, without giving us any reason, before the expiry of the Cancellation Period. To exercise this right, you must inform us by post or email of your decision to cancel the Licence Agreement. For your convenience, you may want to use the model below (clause 28.6), but you do not need to use it provided you communicate to us, via a clear statement, your intention to cancel the Licence Agreement.
- 28.2 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.
- 28.3 If you cancel the Licence Agreement in accordance with the provisions of this clause 28, we will reimburse all payments received from you, including any cost of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us), if any. We may make a deduction from the reimbursement for loss in value of any goods or services already supplied, if the loss is the result of unnecessary handling by you, or if you have already attended one or more Matches or, where applicable, you have used the Facility on a Non-Event Day.
- 28.4 We will make the reimbursement without undue delay, and not later than 14 days after the expiry of the Cancellation Period.
- 28.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

28.6 We suggest you use the following wording for your cancellation notice:

*"I/We hereby give notice that I/we cancel my/our Licence Agreement of the [name of your Facility], ordered on [date].*

*[Your signature]*

*[Your name, address and phone or email]*

*[Date]"*

Your signature in a cancellation notice is only required if you are providing the cancellation notice by post.

## 29. Food and beverage – general terms

- 29.1 Only food and beverages provided by us and/or the Club Caterer may be consumed within the Stadium, including the Facility. For avoidance of the doubt, you and your Guests will not be allowed to bring food and/or drinks into the Stadium (including the Facility).
- 29.2 All catering orders for Matchdays shall be received by us at least 72 hours prior to the relevant Matchday.
- 29.3 Any complimentary food or beverages provided to you under the terms of the Licence Agreement and as part of the Club Benefits shall be provided in a form and volume as determined to be appropriate and reasonable by us in our sole discretion.
- 29.4 We are only obliged to supply refreshments to you in accordance with the provisions or restrictions of any relevant Authority and you will comply in any event with any restrictions with regard to the consumption of alcohol during the Permitted Hours.
- 29.5 You acknowledge that we are under no obligation to procure the sale of alcohol at the Stadium if we are prevented from doing so by any Regulation or Authority.
- 29.6 Alcoholic drinks may not be conveyed through the common parts of the Stadium into the Facility.
- 29.7 You must (and you must procure that your Guests) comply with all Regulations as displayed in our website and at the Stadium (or communicated to you) relating to the consumption of alcohol within sight of the pitch as applicable from time to time.
- 29.8 You must pay for all food and beverages that you order, even if Matches are cancelled, postponed or abandoned due to circumstances beyond our control.
- 29.9 All hospitality reservations must be received by the set deadline as set out in the relevant mailings of our reservations department, which will include selection of menus, bar tariff, wine list and reservation form, and in accordance with any other requirements specified by us in such mailings and the Licence

Agreement.

- (A) Failure to order by the deadline set by us or the Club Caterer may result in no hospitality being provided on the relevant Matchday.
- (B) If any hospitality reservation ordered or requested by you is cancelled between the set deadline and the relevant Matchday, you will be required to pay a 100% cancellation charge.

- 29.10 Each invoice detailing hospitality reservations made for each Match must be settled by credit card or bank transfer in advance of the relevant Matchday or within 14 days of the date of the relevant invoice. Any overdue payments shall bear Interest from the due date of payment until actual payment is received by us. We reserve the right to require payment for any catering order to be made by you in advance of the relevant Matchday or Non-Event Day or at the point of sale, at our sole discretion.
- 29.11 Without prejudice to Termination pursuant to clause 27, non-payment of hospitality invoices may result in refusal of further hospitality or the full or partial suspension of the Licence Agreement.
- 29.12 Any invoice queries must be made in writing and received for the attention of our Accounts Department within 10 Business Days of the date of the relevant invoice.

## 30. Indemnity

- 30.1 You will indemnify us and our respective officers, employees, agents and contractors against any liability, losses, claims, demands, costs and expenses, including, without limitation, legal and other professional fees, arising out of any personal injury or property damage caused by any act or omission of or by you or any of your Guests.
- 30.2 You will indemnify us and our respective officers, employees, agents and contractors against:
- (A) all legal and other professional fees and costs incurred by us in the enforcement of the Licence Agreement, whether or not litigation is actually commenced and including any appeal proceedings; and
  - (B) the cost of repair of any damage (other than ordinary wear and tear) to the passageways, stairways, escalators and lifts giving access to the Facility or any other part of the Stadium caused by any act or omission of or by you or any of your Guests.

## 31. Notices

- 31.1 Except as otherwise expressly provided, any notice, consent or other communication authorised or required to be given under the Licence Agreement must be sent by first class, registered or recorded delivery post or email to the relevant party at its address stated at the head of the Licence Agreement, or notified by either party to the other in writing from time to time.
- 31.2 Every notice, consent or other communication shall be deemed to have been received and given:
- (A) in the case of personal delivery, at 10:00 am UK time on the first Business Day after the day of delivery or transmission; or
  - (B) in the case of postal service, at 10:00 am UK time on the second Business Day after the day of posting.

## **32. Waiver**

- 32.1 No rights of any party arising out of any provision of the Licence Agreement, or any breach thereof, shall be capable of being waived except in writing.
- 32.2 Any waiver by any party of any of its rights under the Licence Agreement, or of any breach of the Licence Agreement, shall not be construed as a waiver of any other rights or of any other or further breach.

## **33. Amendments**

This Executive Club Handbook may be amended or modified from time to time by us at our sole discretion, and informed in writing to you.

## **34. Severability**

If any of the terms, conditions or provisions of the Licence Agreement, including any part of this Executive Club Handbook, are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will, to that extent, be severed from the remaining terms, conditions and provisions, which will continue to be valid to the fullest extent permitted by law.

## **35. Entire agreement**

- 35.1 The Licence Agreement, which includes by reference the Ground Regulations and this Executive Club Handbook, and any other documents expressly referred to therein, represent the entire agreement between the parties in relation to their subject matter, and cancel and supersede all previous agreements and arrangements between them which, insofar as they (or some of them) may still be of effect, are hereby declared to have been superseded by the Licence Agreement without claim for compensation or otherwise by any of the parties but without prejudice to any rights or liabilities accrued before the date of the Licence Agreement.
- 35.2 Each of the parties acknowledges that in entering into the Licence Agreement it has not relied upon any oral or written statements, warranties, assurances, representations or undertakings which were made by, or on behalf of, the other party in relation to the subject-matter of the Licence Agreement at any time prior to the conclusion of the Licence Agreement, other than those which are set out in the Licence Agreement. Nothing in this clause 35 shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

## **36. Joint and several liability**

- 36.1 If the Licensee comprises more than one person, then the obligations of the Licensee under the Licence Agreement shall be joint and several.

## **37. Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to the Licence Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Licence Agreement. This clause does not affect any right or remedy of any person, which exists or is available otherwise than as pursuant to that Act.

## 38. Assignment and sub-contracting

- 38.1 Subject to clause 11.5, you shall not sell, transfer, assign, sub-license or otherwise encumber the Licence Agreement or any of your rights and obligations under the Licence Agreement, without our prior written consent.
- 38.2 We are entitled to transfer, assign or sub-license all or any of our rights and obligations under the Licence Agreement.

## 39. Confidentiality

You hereby undertake both during and after the Licence Period not to disclose any of the terms of the Letter (including any annex to it) or any other information of a confidential nature communicated to you by us.

## 40. Use of your Information

- 40.1 Whether it is processed in the UK or overseas, in accordance with data protection legislation, your Information will be protected by a strict code of secrecy and security which all members of the Club Group, its staff and third parties are subject to.
- 40.2 Information we hold about you will not be disclosed to anyone (including other members of the Club Group), other than:
- (A) where we are legally required to disclose;
  - (B) where we have a public duty to disclose;
  - (C) where our legitimate business purposes require disclosure;
  - (D) where the disclosure is made with your consent; or
  - (E) as set out in clause 40.3.
- 40.3 We may collect your Information, and may process and store it (or may pass it within the Club Group or to third parties to process and store in accordance with this clause 40) in connection with:
- (A) processing transactions that you make;
  - (B) providing or marketing products and services;
  - (C) for customer service, debt recovery, market research, product analysis, audit and administrative purposes, verification of your identity and to meet our legal obligations; and
  - (D) compliance obligations.
- 40.4 If you fail to comply with any reasonable request from us to supply Information then we and/or the Club Group may be unable to provide or continue providing you with products or services.
- 40.5 You agree to inform, or respond to any request from, any relevant member of the Club Group promptly if there are any changes to your Information previously provided to us.
- 40.6 You confirm that every person whose Personal Data you have provided to us has agreed to the use of

their Information as set out in this clause 40.

40.7 You agree that we may use, transfer and disclose your Information to the following recipients wherever located (and that they may also use, transfer and disclose it):

- (A) any sub-contractors, agents, service providers, members of the Club Group or our associates (including its employees, directors and officers) in connection with the provision of any products or services, reporting, or the collection of any amounts due from you; and
- (B) any Authority, in connection with the Compliance Obligations.

This may include Information provided by you or someone acting on your behalf. You agree that this Information may be shared with the above recipients outside the UK.

40.8 We may collect, use and share relevant information about your transactions, use of our products and services, and relationship with us:

- (A) to process transactions you make;
- (B) to supply you with products and services requested; and
- (C) for customer service, market research, product analysis, insurance, audit and administrative purposes.

This may include information provided by you or someone acting on your behalf.

40.9 We may use other members of the Club Group and/or third parties to provide services on our behalf which may include the processing of your Information.

40.10 Whether it is processed in the UK or overseas, in accordance with data protection legislation, your Information will be protected by a strict code of secrecy and security which all members of the Club Group, its staff and third parties are subject to.

40.11 If you consent, we may:

- (A) use and share relevant information about your transactions and your relationship with us to provide you with information about products, services and promotions available from members of the Club Group and selected third parties which may interest you by post, telephone, electronic and other means; and
- (B) share relevant information about you with third party research agencies who may invite you (by post, telephone, electronic and other means) to take part in market research activities on our behalf.

You may at any time opt out of any of the information lists in this clause 40.11 by notifying us in writing, at which point we will promptly remove such information from our database, but will not be responsible for removing any information already shared with third parties.

When you use a computer or other device to access websites operated by us or on our (and associated third parties') behalf, information may be stored and accessed on that device:

- (C) to improve your experience;
- (D) to improve the functionality, security and performance of those websites;



- (E) to provide you with promotional content; and/or
- (F) to provide us with information about how those websites are used and how users arrive at those websites.

- 40.12 If you receive emails sent by us or on our behalf, such emails may contain technologies to track, for market research purposes, whether you opened those emails and whether you accessed internet links contained within those emails.
- 40.13 You agree to Information being stored, accessed and used subject to the terms of this Executive Club Handbook. Members of the Club Group may also exchange, analyse and use relevant Information about you in the ways described in this Executive Club Handbook to ensure that promotional content displayed to you on screen when you use our website is more likely to be relevant and of interest. Further information is available on our cookie policy, website terms and privacy statement at our website, [www.tottenhamhotspur.com](http://www.tottenhamhotspur.com).
- 40.14 Under data protection legislation, you can make a written request for a copy of certain personal records we hold about you.
- 40.15 To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us, including telephone calls conducted over Club lines.
- 40.16 In the interests of security and for preventing and investigating crime, we may use closed-circuit television (CCTV) in and around our Stadium for the monitoring and collection of sound and/or visual images. Any recordings remain our sole property.
- 40.17 By entering the Facility, you and your Guests acknowledge that CCTV is in operation at the Stadium and that images of you and/or your Guests may be recorded and kept for security purposes.
- 40.18 We may make and retain copies of passports, driving licences or other identification evidence that you provide.

## **41. Governing law and jurisdiction**

- 41.1 The Licence Agreement and the Executive Club Handbook, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including any dispute or claim relating to non-contractual obligations), shall be construed and interpreted in accordance with English law.
- 41.2 The parties agree to submit any dispute arising in connection with the Licence Agreement or the Executive Club Handbook (contractual or non-contractual) to the exclusive jurisdiction of the English courts.