

VENUE LICENCE TERMS AND CONDITIONS

1 Definitions and Interpretation

1.1 Definitions:

Ambush Marketing:	means any unauthorised activity (whether commercial or non-commercial) undertaken by any person that creates, implies or refers to a direct or indirect association of any kind with the Club (or the Licensed Area) or any part or brand of each or any sponsorship or commercial rights thereto;
Booking Confirmation:	means the document titled 'Event Booking Confirmation' issued by the Club to the Client containing details of the Event;
Client:	means the client specified in the Booking Confirmation;
Client Obligations:	means the obligations set out in Appendix 1;
Club:	means Manchester City Football Club, (company number 00040946) whose registered office is at Etihad Stadium, Etihad Campus, Manchester, M11 3FF;
Club Obligations:	means the obligations set out in Appendix 2;
Deposit:	means the deposit payment or payments specified in the Booking Confirmation;
Event:	means the conference, function or other specified occasion described more particularly in the Booking Confirmation;
Event Package:	means the package described more particularly in the Booking Confirmation;
Fee:	means together the Deposit and Fee Balance;
Fee Balance:	means the fee balance as specified in the Booking Confirmation;
Force Majeure Event:	means an event over which the Club could not reasonably have exercised control and which prevents or delays the Club in the performance of its obligations hereunder including, without limitation, any act of God,

natural or unnatural physical disaster, epidemic, pandemic, inclement weather, failure or shortage of power supplies, act of government, terrorist or sabotage by a third party, civil or political unrest, declared or undeclared war, riot, strike, lockout, labour dispute, crowd disorder, any legislation, regulation, ruling or omission (including any failure to grant any necessary permissions of any government, authority or court);

Intellectual Property:

means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Licensed Area:

means the facility/facilities at the Etihad Stadium (Etihad Campus, Manchester, M11 3FF) and/or Joie Stadium (Etihad Campus, North Gate, 400 Ashton New Road, Manchester, M11 4TQ) and/or City Football Academy (Etihad Campus, North Gate, 400 Ashton New Road, Manchester, M11 4TQ) as specified in the Booking Confirmation, or other area as arranged by the Club;

Licence Period:

means the period in which the Licensed Area is licensed to the Client, as specified in the Booking Confirmation;

Premier League Rules:

means the rules of the Football Association Premier League, as updated from time to time, and available at <https://www.premierleague.com/about/publications>;

Relevant Legislation and Licences:

means: (i) any relevant Act of Parliament or other legislation having effect in England (including, without limitation, the Health and

Safety at Work etc. Act 1974, the Environmental Protection Act 1990, the Proceeds of Crime Act 2002, the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017, and the Data Protection Act 2018) and any present or future subordinate legislation, orders, bye laws, regulations, or rules thereunder; and (ii) the Regulatory Licences;

Regulatory Licences:

means the premises licence granted by the Local Authority and the safety certificate relating to the Licensed Area;

Venue Licence:

means a non-exclusive licence to enter and use the Licensed Area during the Licence Period for the purposes of hosting the Event; and

Website:

means www.mancity.com

- 1.2 Clause, Schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 This agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** does not include email (unless stated otherwise).
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 A reference to this **Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.15 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceded by those terms.

2 Grant of Licence and Performance of Obligations

2.1 In consideration of and subject to:

- (i) the payment by the Client to the Club of the Fee in accordance with clause 3 below; and
- (ii) the performance by the Client of the Client Obligations,

the Club shall:

- (i) grant the Client the Venue Licence; and
- (ii) perform the Club Obligations.

3 Payment

3.1 The Client shall pay the Club:

- (i) the Deposit on the date specified in the Deposit invoice, based on minimum agreed numbers; and
- (ii) the Fee Balance, no later than 7 days prior to the date of the Event.

3.2 The Deposit is non-refundable and non-transferable unless expressly stated otherwise.

3.3 All amounts payable by the Client under this Agreement shall be paid together with any VAT or other similar tax or duty (to the extent that it is applicable), and free and clear of any set off, deduction or withholding tax of any nature. If any withholding tax is required by law, an additional amount shall be

due and payable by the Client to the Club to ensure that the amount received by the Club is equal to the amount which would have been received but for such a withholding tax.

- 3.4 All payments under this Agreement shall be made by way of electronic bank transfer of funds into the bank account nominated by the Club.
- 3.5 If the Client fails to pay the Club any sum due pursuant to this Agreement, the Client will be liable to pay interest to the Club on such sum from the due date for payment at an annual rate of 5% above Barclays Bank PLC's base rate from time to time prevailing (such interest to accrue daily).
- 3.6 Without prejudice to any other right or remedy of the Club, in the event that the Client fails to pay the Club any part of the Fee on the relevant dates, the Club reserves the right to suspend or withdraw the Venue Licence.
- 3.7 Without prejudice to any other right or remedy of the Club, if the Client fails to pay any part of the Fee, the Club may refer such default to its nominated debt collection agency which may result in the Client incurring an administration fee to cover the costs of collection of the outstanding amounts.
- 3.8 Without prejudice to any other right or remedy of the Club, the Club may at any time without notice to the Client, set off any liability of the Client to the Club against any liability of the Club to the Client (whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement).

4 Club Reserved Rights

- 4.1 The Club reserves the right (without liability to the Client) to prevent access to or to remove from the Licensed Area any person who breaches the ground regulations issued by the Club from time to time that set out the terms and conditions upon which persons are granted entry to its premises (a copy of which is available on the Website or upon request).
- 4.2 The Client acknowledges that the Venue Licence is granted on a non-exclusive basis and, accordingly, the Club reserves the right of free access to the Licensed Area for itself, its employees, agents, contractors and partners at any time during the Licence Period for the purposes of carrying out operational and commercial activities (providing such activities do not materially interfere with the hosting of the Event).
- 4.3 The Club reserves the right to identify areas of the Licensed Areas as restricted areas as it sees fit and the Client acknowledges that it shall not be entitled to access such areas.
- 4.4 Nothing in this Agreement shall prevent the Club from taking any action it is required to take by law or any action it feels necessary for security or to comply with any regulatory requirements.
- 4.5 **Intellectual Property/ location:** Nothing in this Agreement grants any right or licence to the Client to: (a) use the Intellectual Property of the Club and/or any of the Club's affiliates; and/or (b) use the location of the Licensed Area in photographs, film or other content, for any commercial purpose. Any such use shall require, and be subject to, separate agreement in writing between the parties.
- 4.6 **No Publicity:** The Client shall not make any announcement (including, without limitation, any press release, entry on a website or public broadcast of any kind) in connection with the Agreement or any other arrangements between the parties at any time, save for: (a) strictly to communicate the location of the Event to attendees; and/or (b) with the prior written consent of the Club. Without prejudice to

the generality of the foregoing the Client shall not be entitled to describe itself as a client or partner to, or otherwise associate itself with, the Club and/or any of the Club's affiliates.

- 4.7 **Ambush Marketing:** The Client shall, to the extent that it is within the reasonable control of the Client, prevent Ambush Marketing at the Event and notify the Club immediately of any person engaging in Ambush Marketing at the Event or any materials forming part of the Event which give rise/ may give rise to any Ambush Marketing.

5 Client's Indemnity

- 5.1 The Client shall indemnify and keep indemnified the Club from and against all liabilities, costs, expenses, damages, and losses suffered or incurred by the Club arising out of or in connection with:

- (i) the acts or omissions of the Client, its employees, representatives, directors, agents and contractors, members of any football teams, respective travelling parties and any other persons permitted by the Client to enter the Licensed Area (including without limitation any media representatives or any production or broadcaster personnel); and
- (ii) any breach or negligent performance or non-performance of this Agreement by the Client.

- 5.2 The Client acknowledges that the Club's contractual relationship is with the Client and that in making the Licensed Area available and otherwise performing its obligations under this Agreement the Club does not enter into a contractual or other relationship with Event attendees or other third parties and shall not be expected to incur any liabilities directly to, or defend any claims brought directly by, an Event attendee or other third party. Accordingly:

- (i) if any Event attendee or other third party brings or indicates an intention to bring a claim against the Club as a result of or in connection with the Event or any other circumstances related to matters falling within the scope of this Agreement:
 - a. the Club shall notify that Event attendee or other third party that the claim should be brought against the Client and shall notify the Client of the claim;
 - b. the Client shall take such steps as are necessary to ensure that it, rather than the Club, is the defendant to any such proceedings, including notifying the Event attendee or other third party that it is the correct party for such proceedings and (if litigation has been issued) taking such procedural steps as are necessary to have it substituted as a party to the proceedings in place of the Club;
 - c. where it is not possible for the Client to be substituted in place of the Club (for example because the Event attendee or other third party refuses to agree to such substitution) the Client shall assume control of the negotiation, defence and settlement of the claim on the Club's behalf (which shall be done with due regard to the Club's interests and the Client shall not enter into any settlement in the Club's name without the Club's written consent, not to be unreasonably withheld or delayed); and
 - d. the Client agrees to indemnify the Club against all losses, damages, claims, costs, and expenses (including legal expenses) that the Club suffers or incurs as a result of any such

claim that is brought directly against the Club, including any amount that may be awarded to the Event attendee or other third party,

- (ii) if the Club is required to have any involvement in a claim brought against the Client, such as providing assistance in the defence of that claim, the Client shall indemnify the Club for all costs and expenses (including legal expenses) incurred in providing such assistance, save that the Club waives such right where and to the extent that the claim arose as a result of the Club's breach of this Agreement.

For the avoidance of doubt nothing in this Clause 5.2 relieves the Club of its contractual or other legal obligations to the Client under or in connection with this Agreement and does not prevent the Client from claiming against the Club for liabilities it suffers to an Event attendee or other third party as a result of the Club's default.

- 5.3 Except as expressly stated otherwise in this Agreement, the Club does not give any representations, warranties, or undertakings in relation to the performance of the Club Obligations. Subject to clause 5.6, any representation, warranty or condition which might be implied or incorporated into this Agreement by statute, common law or otherwise are excluded from this Agreement.
- 5.4 Subject to clause 5.6, the Club shall not be liable to the Client for any indirect, consequential, or special loss of whatever nature or loss of revenue or profit arising out of or in connection with this Agreement even if the Club has been advised of the possibility of such loss.
- 5.5 Subject to clause 5.6, the Club's entire aggregate liability to the Client under and in connection with this Agreement of whatever nature (whether in contract, in tort, misrepresentation, breach of statutory duty, or otherwise) shall be limited to an amount equivalent to the Fee.
- 5.6 Nothing in this Agreement purports to exclude or limit a party's liability: (i) for death or personal injury arising from its negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) for any other matter, the exclusion or limitation of which is not permitted by English law.

6 Termination

- 6.1 The Club shall be entitled to terminate this Agreement:
 - (a) on giving written notice to the Client in the event that any monies due and payable under this Agreement have not been paid 5 days after the due dates for payment pursuant to clause 3 above;
 - (b) immediately on notice in the event the Licensed Area is required by the Club for any reason (without any liability whatsoever to the Client).
- 6.2 The Client shall be entitled to terminate this Agreement at any time, at its election, on giving written notice to the Club, subject to payment of the following cancellation fees (which shall be payable in accordance with clause 3 above):
 - (a) any notice of termination received by the Club over 90 days before the date of the Event shall incur no further charges, but any Deposit paid will not be returned or refunded;

- (b) any notice of termination received by the Club within 61 to 90 (inclusive) days before the date of the Event shall incur a cancellation fee of 50% of the Fee Balance, and any Deposit paid will not be returned or refunded; and
- (c) any notice of termination received by the Club within 60 days or less, prior to the date of the Event shall incur a cancellation fee of 100% of the Fee Balance, and any Deposit paid will not be returned or refunded.

6.3 Either party shall be entitled to terminate this Agreement on giving written notice to the other party in the event that the other party:

- (i) breaches any of its material obligations under this Agreement and, if capable of remedy, fails to remedy such breach within 5 days after receipt of a notice giving details of the breach and requiring it to be remedied; or
- (ii) enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or has a receiver or administrative receiver appointed or enters into any arrangement for the benefit of its creditors.

6.4 If the Club terminates this Agreement under clause 6.1(b), or the Client properly terminates this Agreement, without dispute, pursuant to clause 6.3(i), it shall be entitled to a refund of the monies paid by it to the Club pursuant to clause 3 as its sole and exclusive remedy.

6.5 If the Club terminates this Agreement under clause 6.1(b) or 7.1, the Club shall use its reasonable endeavours to liaise with the Client and collaborate positively and amicably to consider any additional support or remedy the Club may (at its sole discretion) provide.

6.6 Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either party unless expressly stated otherwise.

7 General

7.1 The Club shall ensure that the Client is aware of the occurrence of any Force Majeure Event and shall be entitled at any time thereafter to suspend performance of its obligations under this Agreement or terminate this Agreement by giving notice to the Client, without any liability to the Client save for issuing a refund of the Deposit and, if received by the Club prior to the occurrence of the Force Majeure Event, the Fee Balance.

7.2 The Client shall ensure that it does not exercise its rights or perform its obligations under this Agreement in a manner which adversely affects (or is likely adversely affect) the image, goodwill, or reputation of the Club.

7.3 The Client shall keep in strict confidence all information of a confidential nature which has been disclosed to it by the Club, and any other information concerning business of the Club which it may obtain. The foregoing shall not apply to information, which is in, or which comes into the public domain (other than as a result of the Client's breach of confidence) in substantially the same form in which it is disclosed to the Client.

7.4 The Client warrants, represents and undertakes that after due and careful consideration of the Premier League Rules:

- (a) this Agreement has been negotiated at Arm's Length (as defined in the Premier League Rules);

- (b) the Fee payable under this Agreement represents Fair Market Value (as defined in the Premier League Rules); and
- (c) the Client is not an Associated Party (as defined in the Premier League Rules) of the Club.

- 7.5 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 7.6 This Agreement may be executed in any number of counterparts, including digitally or electronically, each of which shall be deemed an original and facsimile copies or photocopies of signatures shall be as valid as originals.
- 7.7 Except as otherwise provided in this Agreement, the Client shall not assign its rights under this Agreement to any other person or entity without the prior written consent of the Club (which consent must not be unreasonably withheld or delayed).
- 7.8 This Agreement (together with the Schedules which are incorporated into this Agreement) contains the entire agreement and understanding between the parties in respect of all matters which are referred to herein and supersedes any prior written or oral agreement between them relating to such matters and the parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- 7.9 Notwithstanding any other provision of this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement, save in the case of the Club, this Agreement shall be enforceable by any of its group companies, including City Football Group.
- 7.10 No modification or amendment to this Agreement will be effective unless it is in writing signed by a duly authorised representative of both parties.
- 7.11 This Agreement shall be governed by and construed and interpreted in accordance with the laws of England, and the parties hereby submit to the exclusive jurisdiction of the English courts.

APPENDIX 1
CLIENT OBLIGATIONS

The Client shall:

1. when exercising its rights and performing its obligations under this Agreement, observe and comply with (and procure that all Event attendees comply with) all: (i) Relevant Legislation and Licences; (ii) lawful directions of the police and other emergency services; (iii) relevant policies of the Club (including health and safety policies, access and security policies and protocols, the City Football Group Data Protection Manual and the Club's Safeguarding Policy and Mandatory Guidance); and (iv) any instructions given by the Club (including in relation to scheduling of access and restricted areas);
2. appoint an Event manager and ensure that such Event manager liaises with the Club regarding the Event on a regular basis and attends (along with any other relevant employees and/or representatives) such meetings relating to the Event as the Club reasonably requires;
3. be responsible for the removal of all Event specific collateral and refuse from the Licensed Area after the Event;
4. be responsible for all Event specific collateral transported to, from, and/or stored in or around the Licensed Area in respect of the Event. For the avoidance of any doubt, any portering or logistical support provided by the Club (or any third-party contractor engaged by the Club) shall be at the Client's own risk, and the Club (and/or its third party contractor) does not accept any liability whatsoever in respect of the same (including without limitation for damage or destruction of property, accidental or otherwise);
5. keep the Licensed Area in a state of good repair and reasonable cleanliness during, and after, the Event;
6. where notified to do so by the Club, undertake with a representative of the Club, on a date to be agreed in writing by the parties prior to the commencement of the Licence Period, a pre-Event inspection of the Licensed Area and, where either party deems it necessary, complete a photographic log of the Licensed Area. The Club will conduct a post-Event inspection to determine whether any damage has been caused to the Licensed Area, which representatives of the Client will be entitled to attend on request;
7. reimburse the Club, within 30 days of receipt of the Club's written demand, for the properly incurred costs of making good any damage to the Licensed Area caused by the Client, its employees, agents, representatives, directors, contractors, or any other persons permitted to enter the Licensed Area by the Client;
8. not use any part of the Licensed Area any for any activities which are dangerous, objectionable, offensive, noxious, unlawful, or immoral or which are a nuisance to the Club (or its neighbours);
9. take all reasonable precautions possible to prevent danger or damage to the Licensed Area by fire and leave all fire points and accessories uncovered on request to the satisfaction of the chief fire officer;
10. not do anything which will invalidate any insurance maintained by the Club in respect of the Licensed Area without the prior written consent of the Club (provided that the Club has, in advance of the commencement of the Licence Period, made available to the Client details of

the Club's applicable insurance policies as reasonably required by the Client in relation to the Event);

11. not install any equipment, signage, or other materials at or make any alterations to the Licensed Area without the prior written consent of the Club. In the event that such consent is given, the Client shall be required to remove any such equipment, signage, or other materials immediately after the Event;
12. vacate the Licensed Area Period (including, for the avoidance of doubt, all equipment, signage, documentation, and persons) no later than the end of the Licence Period. If the Client fails to comply with this requirement, the Club shall be entitled to treat any unvacated materials as refuse and dispose of it accordingly;
13. not (unless agreed otherwise by the parties in writing) sell, give away or otherwise distribute to the public or knowingly permit to be sold, given away or otherwise distributed to the public any food, beverages, merchandise, or other items in or around the Licensed Area other than those supplied by the Club, its agents, contractors, franchisees, and sub-lessees;
14. ensure that it does not refer to or use any names of the Club or any of its logos or other intellectual property (unless expressly authorised by the Club to do so); and
15. be responsible for obtaining the licences, consents and certificates required for the Event other than the Regulatory Licences.

APPENDIX 2
CLUB OBLIGATIONS

The Club shall:

1. provide the Event Package;
2. provide such accreditation as the Club deems necessary for the Client's staff and contractors working at the Event;
3. provide such heating, power, light, and water supplies as it deems reasonable;
4. procure the attendance of a first aider at the Event;
5. procure the attendance of a fire steward at the Event.