

# MATCH DAY HOSPITALITY TERMS & CONDITIONS 2021/22



## ***For the purposes of these Terms and Conditions:***

“Hotel” means the hotel known as Hotel Football at 99 Sir Matt Busby Way, M16 0SZ.

“Hotel Football” means GG Hospitality Management Limited, a company incorporated and registered in England and Wales with company number 08232563 whose trading address is 4 Jordan Street, Manchester, M15 4PY.

“you” means the purchaser of a Hospitality Package (as defined below).

## **GENERAL**

1. By purchasing a Hotel Football hospitality package (a “Hospitality Package”), you agree and understand the following Terms & Conditions on behalf of you and your guests.
2. Hospitality Packages are sold at the discretion of Hotel Football with all confirmations emailed.
3. Confirmations are personal to the guest to whom it is issued and cannot be transferred or resold to any third party without the prior written consent of Hotel Football.
4. It is your responsibility to check that all confirmations are complete and correct when received. If any items are missing or damaged, you should contact Hotel Football immediately.
5. Purchasers are prohibited from using Hospitality Packages for promotional, advertising or marketing purposes, unless previously authorised by Hotel Football in writing.
6. For numbers fewer than 12, guests may be required to share a table with other hospitality guests (where applicable).
7. Purchasers must be aged 18 or over to purchase a Hospitality Package.
8. Children under the age of 18 must be accompanied by a responsible adult at all times.
9. Hotel Football will take reasonable precautions for the security of personal items of guests but shall not be responsible for any possessions or property which are lost or stolen while at Hotel Football, which shall be at the owner’s risk.
10. If the Hospitality Package purchased includes the appearance of a Special Guest, Hotel Football will use reasonable endeavours to ensure that a Special Guest appears. Hotel Football shall not be in breach of these Terms and Conditions or otherwise liable for any failure of a Special Guest to appear
11. Children’s menus are applicable to guests under the age of 12 only.
12. Confirmations are personal to the guest to whom it is issued and cannot be transferred or resold to any third party without the prior written consent of Hotel Football.
13. Match day hospitality is not inclusive of Match day tickets.



#### **POSTPONEMENT, DELAY OR ALTERATION TO MATCH**

14. Payment is taken at the time of purchase and, subject to these Terms and Conditions, is non-refundable.
15. The Hospitality Package purchased is for the Manchester United home match specified (the "Match"). Manchester United home matches are subject to change and it is your responsibility to check whether the date or time of the Match has been altered.
16. In the event that the date or time of the Match is altered Hotel Football will not be liable for any costs incurred by you as a result of the alteration, including without limitation any travel or accommodation costs.
17. Subject to clause 19 below, if there are any changes to the date or time of the Match, your Hospitality Package will be valid for the revised date or time.
18. Subject to clause 19 below, in the event of the Match being: (a) permanently cancelled, or (b) postponed or delayed for a period of longer than 6 months, you shall be entitled to a full refund of the purchase price and neither you nor Hotel Football shall be in breach of these Terms and Conditions or otherwise liable for any such cancellation, postponement or delay.
19. If the date or time of the Match is altered, cancelled or postponed less than 12 hours prior to the original kick-off time, Hotel Football in its absolute discretion may elect to provide the Hospitality Package at the originally planned time, notwithstanding the fact that the Match does not commence until a later time or date (or at all).
20. In the event of Hotel Football making an election in accordance with clause 19 above, you shall not be entitled to any refund of the purchase price for the Hospitality Package.
20. Hotel Football reserves its right to refuse entry to any person to, or remove any person from, the Hotel for any reason, including without limitation any person who:
  1. is not in possession of a valid confirmation;
  2. causes any damage to the Hotel;
  3. treats Hotel Football's staff, contractors, service providers or any person within Hotel Football in a threatening or abusive manner;
  4. fails to comply with the Hotel's anti-social behaviour policy, details of which can be found on the Hotel's website;
  5. brings any food, drink or illegal substances onto the hotel premises;
  6. wears any clothing or acts in any manner which, in the absolute discretion of Hotel Football, indicates that they support the away team at the Match;
  7. is under the influence of drugs;
  8. is prohibited (whether by law or otherwise) from attending any football ground;
  9. smokes inside any part of the Hotel.
21. As the main purchaser you are responsible for the behaviour of your guests.
22. You shall be liable for the costs of cleaning, repairing or replacing any property damaged as a result of acts by you or your guests.
23. Hotel Football reserves the right to suspend or withdraw with no refund any Hospitality Packages purchased by any person who is convicted of a criminal offence in relation to the illegal sale of tickets.

#### **FORCE MAJEURE**

24. Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.



### **LIMITATION OF LIABILITY**

25. Nothing in these Terms and Conditions shall limit or exclude Hotel Football's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).
26. Subject to clause 25, Hotel Football shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms and Conditions.
27. Subject to clause 25, Hotel Football's total liability to you in respect of all other losses arising under or in connection with these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the Hospitality Package.

### **DATA PROTECTION**

28. All personal data provided to Hotel Football will be collected and stored in accordance with the Data Protection Act 1998.
29. All guests acknowledge that photographic images and video recordings may be taken of them and may be used for advertising and marketing purposes.

### **MISCELLANEOUS**

30. Hotel Football reserves the right to amend these Terms and Conditions from time to time, and shall publicise such changes on its website.
31. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.
32. These Terms and Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.



## **GAME & 10 GAME PASS**

33. All packages are non-refundable, full pre-payment will be taken on booking.
34. All games must be pre-booked. Booking on the day will not be permitted.
35. Packages are valid for all weekend Manchester United home games, where Hotel Football offer match day hospitality. All dates will be given before the start of the season. Hospitality bookings will automatically transfer with any fixture changes.
36. Packages must be booked at least 24 hours before the match and all games are subject to availability
37. Packages can only be booked through one of the hospitality sales team, or online at [www.hotelfootball.com/matchday/](http://www.hotelfootball.com/matchday/)
38. Bookings can be amended or cancelled up to 1 week prior to the match
39. Game Pass Holders will receive 20% off at Cafe Football – only valid on non-Manchester United home fixtures and subject to availability
40. For top tier fixtures a maximum of 4 game pass places can be redeemed. Additional places will be subject to a £35 supplement per place.
41. Subject to clause 38 above; top tier fixtures include: Manchester City, Liverpool FC, Arsenal, Chelsea FC, Tottenham Hotspur & Leeds United.
42. Hotel Football reserve the right to change any of these benefits throughout the season
43. Limited 5 and 10-game packages are available. All packages are subject to availability
44. Unlimited drinks package is inclusive of bottled beers, bottled cider, wines and soft drinks. No alcohol will be served to under 18's and we honour a challenge 25 policy.
45. Individual bookings outside of a Game pass are non-refundable however we will amend this booking subject to availability.
46. Match day hospitality date is not fixed until official fixture confirmation, in the event the Manchester United Home Match is moved and you cannot attend we will provide a full refund or transfer your booking to another date. This is inclusive of individual bookings.
47. Amendments to all bookings should be made no later than 48 hours prior to guest arrival. This should be in line with normal working hours.
48. Any 5 or 10 game pass allocations should be used within the 2021/22 season. Unused allocations are non-transferable or refundable.

