These Terms (which include any Booking Form/Confirmation) set out the Terms upon which Aston Villa Football Club Limited (“the **Club**”) provides hospitality services to you. Your signature/tick of boxes or that of your representative on the Booking Form/Confirmation and / or making full or partial payment of the Fees signifies your acceptance of these Terms and your agreement to comply strictly with them.

These Terms and Conditions Consist of 2 Sections:

* ***Section A***: Terms which apply to all Hospitality Membership; and
* ***Section B***: Terms which apply to Executive Box membership only.

***Section A: This section applies to ALL Hospitality Membership bookings***

1. **DEFINITIONS AND INTERPRETATION**

The following definitions apply to Sections A and B of Terms:

* 1. “**Booking Form/Confirmation**” means the booking form and / or confirmation email (or other such document) containing the details of your booking and which forms part of these Terms and Conditions.
	2. “**Client**” means any person on whose behalf you have purchased the Hospitality Membership (whether such person is identifiable at the date of these Terms or otherwise) for occupation by themselves (and / or their Guests).
	3. “**Common Areas**” means such seating areas, licensed bars, common areas, roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Stadium as the Club may designate from time to time as being (i) necessary for obtaining access to and exit from; or (ii) otherwise ancillary to the use of the Executive Box / Seat(s) and/or Restaurant/Lounge (as the case may be) during the Fixture Times.
	4. “**Cup** **Match**” means all Domestic Cup Matches and / or European Cup Matches.
	5. “**Domestic Cup Match**” means any Match in the League Cup, the FA Cup, the Football League Trophy and the FA Trophy (and any successors of such competitions).
	6. **European Cup Match**” means any Match (including any qualifying match) in any competition organised by UEFA (including the Champions League, UEFA Europa League or UEFA Europa Conference League).
	7. “**Event**” means any concert, performance, exhibition, conference, private party or other event (other than a Match) held at the Stadium outside of the Fixture Times.
	8. “**Excluded Match**” means any football match played at the Stadium during the Season which is not an Included Match (whether or not played by any of the Club’s teams or any other club or team).
	9. “**Executive Box**” means (where provided as part of the Hospitality Membership) the executive box referred to in the Booking Form/Confirmation which Clients are entitled to occupy in accordance with these Terms.
	10. “**Fees**” means the fees payable to the Club for the provision of the Hospitality Membership for the Included Matches as stated in the Booking Form/Confirmation plus value added tax.
	11. “**Fixture Times**” means access prior to kick-off (changeable depending on package) and one and a half hour after the final whistle of each Included Match during the Season.
	12. “**Ground**” means Villa Park, B6 6HE.
	13. “**Guest**” means any person permitted by the Client to occupy the Hospitality Membership as a guest of the Client.
	14. “**Hospitality Membership**” means the right to receive the hospitality services and occupy (as the case may be) the Executive Box, Seat(s) and Restaurant/Lounge set out in the Booking Form/Confirmation for the Included Matches in accordance with these terms.
	15. “**Included** **Match**” means the Match(es) for which the Hospitality Membership is to be provided to Clients, as specified on the Booking Form/Confirmation, which will be as follows:
		1. in the case of seasonal Hospitality Membership for the entire Season, all men’s League Matches, Champions League, men’s league Cup Matches and men’s Domestic Cup Matches;
		2. in the case of seasonal Hospitality Membership for part of the Season, all remaining men’s League Matches, Champions League, men’s League Cup Matches and men’s Domestic Cup Matches; and
		3. in the case of seasonal GA Plus hospitality, all men’s Premier League Matches;
		4. in the case of seasonal GA Plus for part of the Season, all remaining Premier League Matches;
		5. in the case of a single Match or Match to Match Hospitality Membership or GA Plus for the Match(es) stated in the Booking Form/Confirmation.
	16. “**League**” means the league the Club is playing in.
	17. “**Licensed Areas**” means the areas licensed to Clients for their use during the Fixture Times pursuant to clause ‎2.1.
	18. “**Match**” means all football matches played at the Stadium during the Season.
	19. “**Maximum** **Occupancy**” means the capacity of the Executive Box as set out in the Booking Form/Confirmation.
	20. “**Restaurant/Lounge**” means (where provided as part of the Hospitality Membership) the restaurant or lounge within the Stadium referred to in the Booking Form/Confirmation which Clients are entitled to occupy in accordance with these Terms.
	21. “**Season**” means the football season running from August 2025 until May 2026 inclusive.
	22. “**Seat**” means (where provided as part of the Hospitality Membership) the seat within the Stadium referred to in the Booking Form/Confirmation (or such other Seat as may be determined by the Club from time to time) which Clients are entitled to occupy in accordance with these Terms.
	23. “**Services**” means any additional services included in your Hospitality Membership, as described in clause ‎2.5, below (if any).
	24. “**Stadium**” means Villa Park, Birmingham, B6 6HE.
	25. “**Terms**” means these terms and conditions (Sections A and B).
	26. “**you**” and “**your**” means the person or legal entity whose details are set out on the Booking Form/Confirmation.
	27. “**UK GDPR**” means the Assimilated Regulation ((EU) 2016/679 (UK GDPR)).
	28. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
	29. Any obligation on you not to do something includes an obligation not to agree or allow that act or thing to be done and to use your best endeavours to prevent such act or thing being done by a third party.
	30. Any reference to a clause is to a clause of these Terms.
	31. The Booking Form/Confirmation forms part of these Terms and shall have effect as if set out in full body of these Terms.
1. **HOSPITALITY LICENCE AND SERVICES**
	1. Subject to the Terms, the Club permits the Client (and its Guests), for the Fixture Times (and in the case of Executive Box Membership only, as at such other times as the Club may agree in accordance with clause 16) to:
		1. occupy the Executive Box, Restaurant/Lounge and / or Seat(s); and
		2. use the Common Areas

(together, the “**Licensed Areas**”).

* 1. The Client(s) and its Guests shall occupy the Licensed Areas at all permitted times as a licensee and no relationship of landlord and tenant is created between you or the Client / its Guests and the Club by these Terms. You shall ensure that the Client and its Guests comply with these Terms in full and any breach of these Terms by the Client or its Guests will be deemed to be a breach of these Terms by you.
	2. The Club retains control, possession and management of the Licensed Areas and you / the Client/ its Guests has no right to exclude any of the Club’s employees, officers, agents, sub-contractors or representatives from the Licensed Areas at any time (including, but not limited to, during the Fixture Times).
	3. Without prejudice to its right under clause ‎7, the Club shall be entitled at any time (without liability) to require the Client and its Guests to transfer to an alternative space elsewhere within the Stadium and the Client and its Guests shall immediately comply with such requirement. For the avoidance of doubt, in the case of Restaurant/Lounge membership, this includes the table within the Restaurant/Lounge at which the Client and its Guests may usually sit and Seats. In the case of an Executive Box Membership, this includes the Executive Box and Seats.
	4. In addition to the Hospitality Membership, the Club will provide any additional services to you or the Client and its Guests which are included as part of the Hospitality Membership package that you have purchased, as specified on the Booking Form (if any) (“**Services**”).
1. **YOUR OBLIGATIONS**
	1. You agree that you shall not sell or otherwise make available the Hospitality Membership to any person who has purchased Club hospitality which is similar to the Hospitality Membership (including executive box, restaurant and/or lounge hospitality at the Stadium) in respect of the period of 2 years ending on the day before the first day of the Season.
	2. You agree, acknowledge and undertake:
		1. to notify the Club of the name and address of the Client who will be occupying the Hospitality Membership and / or making use of the Services for any Included Match prior to the date of that Included Match (and you acknowledge that the Club may refuse to issue tickets or provide any Hospitality Membership until such information has been provided);
		2. not to permit anyone other than the named Client and its Guests to use or benefit from the Hospitality Membership or the Services;
		3. to ensure that the Client and its Guests comply with these Terms and the Club’s Ground Regulations and inform the Client and its Guests that any failure to comply with them (including, but not limited to the Club’s dress code, required standards of behaviour and reasonable instructions issued by the Club’s employees from time to time) may result in the Client and / or its Guests being refused permission to or excluded from the Hospitality Membership and / or the Services;
		4. to ensure that the Client and Guests do not obstruct the Common Areas, make them dirty or untidy or leave rubbish in them;
		5. to be responsible for the actions of the Client and its Guests at all times whilst they are at the Stadium or making use of the Services and to ensure they comply with these Terms;
		6. that the Client (or in the case of a corporate or unincorporated body, an officer or senior manager of such body) shall be present during all Fixture Times (or other times) in which the Hospitality Membership or the Services are utilised;
		7. to ensure that the Client and its Guests comply with any Stadium Regulations and / or Codes of Conduct issued by the Club from time to time and observe all reasonable verbal instructions from members of the Club’s staff in relation to the use of the Hospitality Membership and / or the Services;
		8. to ensure that the Client and its Guests do not do anything in the Licensed Areas or anywhere at the Stadium or whilst making use of the Services, which is illegal or which may become a nuisance (whether actionable or not) or cause damage, annoyance, inconvenience or disturbance to the Club, Players, Staff, any other attendee at the Stadium or the occupiers of any property neighbouring the Stadium;
		9. to ensure that the Client and all Guests display any accreditations or passes issued by the Club at all times within Licensed Areas or any part of the Stadium when making use of the Hospitality Membership;
		10. to ensure that the Client and its Guests do not consume food or beverages in any part of the Licensed Areas which have not been purchased from the Club;
		11. to ensure that the Client and its Guests do not do anything that will or might vitiate in whole or in part any insurance effected by the Club in respect of the Stadium or the Services from time to time;
		12. to ensure that the Client and its Guests do not display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices on the exterior of the Box or in or on the Licensed Areas or Seats or elsewhere at the Stadium without written prior consent of the Club;
		13. to ensure that the Client and its Guests do not take alcohol to or consume alcohol at or whilst in the Seat or in view of the pitch (or any other part of the Stadium bowl);
		14. that the Licensed Areas, any furnishing and equipment is and shall at all times remain the property of the Club and ensure that the Client and its Guests keep the same in good condition (fair wear and tear excepted) making good any damage occurring and returning the same to Club in like condition at the expiry of the Hospitality Membership.
		15. Save as set out in clause 3.2.16 below, you shall ensure that the Client and Guests do not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any material (“**Materia**l”) in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may they bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/ or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the League and/or the Club. In addition, the Club reserves the right to eject them from the Ground in circumstances where they breach this clause 3.2.15. In addition, the copyright, database right and all other rights, title and interest in and to all Material that they produce at the Ground in relation to a Match, any players or other persons present at the Ground and/or the Ground (whether produced in breach of this clause 3.2.15, or pursuant to clause 3.2.16 below, or otherwise) is hereby assigned to the League, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree and to procure that the Client and Guests agree (if and whenever required to do so by the League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the League absolutely and with full title guarantee.
		16. Mobile telephones and other mobile devices are permitted within the Ground, PROVIDED THAT (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
	3. You are responsible for ensuring that the Client understands that they are prohibited from reselling the Hospitality Membership, without the prior written permission of the Club. The prohibition on reselling would not prevent the following: (i) an individual sharing their Hospitality Membership with another person(s) known to them if they were unable to attend (for instance, due to illness); (ii) a business purchasing a Hospitality Membership for the use of its staff, customers, suppliers etc.; or (iii) a lead booker purchasing an Executive Box or multiple Hospitality Memberships on behalf of individuals known to them where they have all contributed to the purchase price. A breach of this clause 3.3 shall entitle the Club to suspend and/or terminate the Hospitality Membership, in its absolute discretion without liability or refund.
	4. The Stadium is a smoke free zone and no smoking or vaping is permitted within the Stadium except in designated areas.
	5. The Club has a duty of care to ensure the safety of all visitors to Club premises. By purchasing a Hospitality Membership in a specific seat, you are confirming to the Club that your Clients and Guests can exit the Stadium by using the appropriate staircases without assistance. It is your responsibility to inform the Club if their circumstances change in any way and they are not able to exit the Stadium without assistance. The Club reserves the right to move your Client or its Guest to a different seat if in the Club’s reasonable opinion, a supporter would not be able to exit the Stadium without assistance in an emergency. This clause does not apply to disabled person accompanied by a Personal Assistant.
	6. Without prejudice to any of the Club’s other rights or remedies under these Terms, the Club shall have the right (without liability) to withdraw the Hospitality Membership and / or the Services and / or exclude any person from the Licensed Areas or Stadium who does not comply with this Clause ‎3.
	7. You agree to indemnify the Club and keep the Club indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
		1. these Terms;
		2. any breach of your undertakings contained in this clause 3;
		3. the exercise of any rights given in clause ‎2; and / or
		4. the actions of the Client and its Guests in exercising the Hospitality Membership (including but not limited to any failure to comply with these Terms).
2. **EXCLUDED MATCHES AND EVENTS**
	1. You acknowledge and agree that:
		1. You and the Client have no right under these Terms to occupy the Licensed Areas or benefit from the Services for Excluded Matches or Events; and
		2. the Club reserves the right to licence the Licensed Areas to any third party for any Excluded Match or Event, without liability, consent or refund to you.
	2. Purchase of Hospitality Membership does not guarantee a ticket (for you or any Client) for any of the Club’s away matches, any Excluded Match or any Event. It is possible to purchase hospitality for Excluded Matches and, in these circumstances, additional fees will be payable. Any such booking shall be in accordance with the terms and conditions provided to you as part of such additional booking (or, if no such terms and conditions are provided, these Terms shall apply and such Match shall be included within the definition of Included Match). The Club reserves the right to offer alternative hospitality packages/suites/Seats for Excluded Matches.
	3. Where you have purchased Hospitality Membership for a full Season, without limitation to clauses ‎4.1 and ‎4.2, the Club shall, where possible, attempt to offer you a right of first opportunity to purchase Hospitality Membership in the Executive Box, Restaurant/Lounge or Seat(s) (as the case may be) specified in the Booking Form/Confirmation for Excluded Matches during the Season. The Club may withdraw such right at any time.
3. **CONTRACT INFORMATION**
	1. By (i) submitting a completed and signed Booking Form/Confirmation; or (ii) making full or partial payment of the Fees, you are making an offer to buy the Hospitality Membership and the Services in accordance with these Terms which, if accepted by the Club, will constitute a binding contract by which you agree to purchase and the Club agrees to supply the Hospitality Membership and the Services on these Terms (the “**Contract**”) .
	2. The Club’s acceptance of your offer will take place at the earlier of (i) the Club confirming its acceptance to you (for example, by issuing you with confirmation of your booking or tickets / passes for Hospitality Membership); or (ii) the Club making the Hospitality Membership and / or the Services available to you, the Client or any Guest.
	3. Once your offer to buy Hospitality Membership in accordance with these Terms has been accepted by the Club, you may not cancel this Contract (save in accordance with your statutory and common law rights – see clause 11.8).
	4. This Contract is being entered into with you on the basis that you will resell the Hospitality Membership together with any Services directly to Clients for the benefit of those Client and their Guest(s). You agree that you shall not resell the Hospitality Membership or Services to a sales agent or other party (whether or not a Client) for onward sale (whether to Clients, Guests or otherwise) and not permit such onward sale by any person to whom you sell or make available the Hospitality Membership and Services.
	5. For the avoidance of doubt, you shall purchase and resell the Hospitality Membership and Services in your own name. You have no authority (and shall not hold yourself out as having authority) to bind the Club. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. You confirm you are acting on your own behalf and not for the benefit of any other person.
	6. This Contract is non-exclusive, and the Club shall be permitted to appoint such number of agents on such terms as it sees fit. Nothing in these Terms appoints you as or grants you any rights as a named booking or sales agent of the Club.
4. **PAYMENT TERMS**
	1. Payment will be required in full at the time of booking, or if permitted by the Club, an invoice payment can be raised. If an invoice is raised it will be for the full amount of the Fees and is payable in accordance with the invoiced terms. For clarity,

where the Hospitality Membership is to commence 7 days or less from the date of booking (in which circumstances payment shall be made by debit card, credit card, cash or cleared funds BACS transfer, but NOT by cheque);

* 1. In the event that the Club agrees that you may pay the Fees in instalments or Direct Debit (which is not available for single Match or Match to Match Hospitality Memberships), you will ensure that payment of each instalment set out in the Booking Form/Confirmation is made on the dates and in the amounts and frequencies as directed by the Club and stated on the Booking Form/Confirmation (or any Direct Debit mandate or any other form detailing the payment dates). You agree that the obligation to pay the Fees in full arises in its entirety on the date of the invoice, notwithstanding any agreed instalment payment dates.
	2. You acknowledge and agree that your obligation to pay the Fees in full to the Club is not subject to payment (or any failure to make or delay of any payment) by the Client to you in respect of any resale you may make.
	3. If the Fees or any other monies are overdue the Club may:
		1. suspend the Hospitality Membership and / or Services until all such outstanding sums are paid; and/or
		2. terminate the Contract between you and the Club; and/or
		3. charge interest on the outstanding amount at rate of 3% above Barclays Bank plc’s base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; and/or
		4. recover from you any costs and expenses incurred by the Club in obtaining the payment. No refund will be paid in respect of the remainder of the Season if the Club terminates this Contract or in respect of Hospitality Membership or Services missed during suspension.

No refund of any instalments already paid will be given in respect of any unused Hospitality Membership if the Club terminates this contract pursuant to this clause ‎6.4 or in respect of any Hospitality Membership or Services missed during any period of suspension.

* 1. The Club reserves the right to cancel the Hospitality Membership and or / Services (without liability) in the event that payment is not received in accordance with this clause ‎6. Upon cancellation, all outstanding amounts owed to the Club shall become immediately payable.
	2. Tickets for Hospitality Membership will not be released until the Club is in receipt of cleared full payment or agreed part payment or direct debit confirmation as set out on the Booking Form/Confirmation.
	3. In the case of Hospitality Members who wish to purchase extra hospitality membership for Included or Excluded Matches on an ad hoc basis the following terms will apply:
		1. at the time of booking the hospitality, full payment will be required. Where the hospitality is to be provided 7 or less days from the date of booking payment shall be made by debit card, credit card, cash or cleared funds BACS transfer, but NOT by cheque;
		2. failure to pay for extra ad hoc hospitality at the time of booking will result in the cancellation of the booking by the Club (the Club reserves the right to continue to charge for the full amount of the booking notwithstanding such cancellation);
	4. Where credit account facilities or a payment plan have been provided by the Club (which includes any agreement by the Club to receive payment in instalments, whether by direct debit or otherwise), the Club reserves the right to, at any time to review such facilities.. Where credit account facilities or a payment plan have been provided you will be subject to a credit check. The Club reserves the right at any time to suspend or cancel the provision of Hospitality Membership and /or Services to you should you be in arrears with any payments due to the Club. On withdrawal of any credit account or payment plan for any reason including an unsatisfactory credit check or suspension or cancellation of the Hospitality Membership and / or Services, all amounts outstanding (whether or not due) shall immediately become due and payable to the Club.
	5. The Club may choose, in its absolute discretion, not to immediately exercise any or all of its rights set out in clauses 6.4 to ‎6.8, without affecting its rights. No failure or delay by the Club to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy.
1. **HOSPITALITY**
	1. No-one shall be admitted to the Licensed Areas (or any part of the Stadium) without a valid ticket or pass. Admission will be refused to any person who attempts to use a ticket or pass which has been cancelled or withdrawn or attempted to be used on more than one occasion at the same Match. Any behaviour of this type will be a breach of these Terms.
	2. You must inform (or ensure that the Client informs) the Club of any special dietary requirements of the Client or its Guests at least 10 days prior to the date of the relevant Match. The Club will use reasonable endeavours to meet reasonable requests made on the day of the hospitality, but the Club is unable to guarantee this.
	3. In circumstances where you request additional hospitality membership for any additional guests you must pay for such hospitality membership in full at the time of booking.
	4. Subject to clauses 7.6 and 15, you acknowledge that your Hospitality Membership is located within a designated ‘Home support’ area of the Stadium. You must inform the Club of any away-team supporters who are among the Client’s Guests making use of the Hospitality Membership. Should the Client have away-team supporters in its party, the Club has the right to relocate your booking (at the Club’s discretion) to an alternative seating location/Suite.
	5. Subject to clause 16, it is your responsibility to ensure that if any of the Client’s Guests are away-team supporters they are made fully aware that they are seated with home-team supporters and that appropriate conduct is required of them. The Club reserves the right (without liability) to deny access or eject anyone from any part of the Stadium whom it considers (in its sole discretion) is acting in a threatening, abusive or inappropriate manner or whose presence or behaviour may (in the Club’s opinion) create and/or increase potential crowd disorder at the Stadium. The Club reserves the right at any time to suspend or cancel the provision of Hospitality Membership and/ or Services to you should any issues arise with the conduct of home or away-team supporters that you have chosen to invite along as part of the memberships that you hold.
	6. The Club may, at any time, substitute the (i) Hospitality Membership with an alternative Executive Box, Restaurant/Lounge, Seat and/or suite/facilities of equal or higher value and (ii) the Services with alternative services of equal or higher value.
	7. A Match Ticket permits your Client and Guests to occupy at the Match the seat indicated on the Match Ticket or such other alternative seat of equivalent value as the Club may, from time to time, allocate to them at its reasonable discretion.
	8. The Hospitality Membership allows your Client and its Guests access to the hospitality area stated in your booking/Confirmation only. Your Client and Guests are not permitted to enter other hospitality areas of the Ground.
	9. The Club may introduce set arrival windows to access the Hospitality. Your Client and Guests must arrive in the arrivals window allocated to you. Failure to do so may result in them being refused entry to the Ground. In these circumstances no refund will be given.
	10. You need to provide the Club with your Client’s contact details, or in the case of a business booking, a main point of contact. It is your responsibility to ensure that the contact details are kept up-to-date and that you inform the Club immediately of any changes to those details. The Club accepts no liability for the successful delivery of email communications to you and is not responsible if emails go into your junk folder, are missed or are blocked. It is your responsibility to ensure you online/ digital account is kept up to date including marketing preferences to ensure that emails can be sent from the Club.
	11. It is in your Clients’ and Guests’ interests to drink responsibly. The Club may refuse to serve any person who is or acts visibly intoxicated. The Club will serve alcohol in line with the responsible drinking and challenge 25.
2. **DRESS CODE AND SECURITY**
	1. Specific dress codes are imposed by the Club for each individual hospitality area, details of which can be found as part of individual package details. It is your responsibility to check dress code details for the hospitality area that you have booked. The Club reserves the right to issue, amend, relax or supplement its dress code guidelines at any time.
	2. Dress codes do not apply to children aged under 14 but we ask that all children are dressed smartly: Aston Villa Football Club shirts may be worn but not full kits and no shirts or kits of other football clubs or away team colours. No shirts or kits of other football clubs or away team colours are acceptable in any of the hospitality areas.
	3. Specific dress codes may be imposed by the Club for any particular hospitality area or Match and it is your responsibility to check with the Club for any change in requirements before each Match or Event. The Club reserves the right to issue, amend, relax or supplement its dress code guidelines at any time.
	4. It is your responsibility to inform the Client and its Guests of the relevant dress codes.
	5. The Club reserves the right (without liability) to refuse access to the Licensed Areas to anyone who does not follow the relevant dress code.
	6. For security reasons, bags which are larger than a standard handbag are not permitted in any part of the Licensed Areas. The Club may issue guidelines from time to time on what it considers to be larger than a standard handbag and it is your responsibility to check with the Club for any particular requirements before each Match or Event. The Club reserves the right to issue, amend, or update its bag policy guidelines at any time.
	7. Rucksacks, luggage cases and large handbags will not be permitted into the Hospitality areas and cannot be stored by the Club.
	8. It is your responsibility to inform your Client and Guests of the bag policy.
	9. For security purposes, the Club reserves the right to search the Client and its Guests (including any bags brought onto the premises) on entry to the Stadium or any part of the Licensed Areas or at any time during which the Client is making use of the Hospitality Membership. Failure to submit to a search when requested may result in the Club refusing permission for the Client and/or its Guests to enter or continue to occupy the Licensed Areas and in which case, no refund shall be given.
3. **CAR PARKING**
	1. Unless otherwise stated on your Booking Form/Confirmation, your Hospitality Membership does not include car parking. Where car parking is included:
		1. car parking shall be limited to the number of cars stated on the Booking Form/Confirmation;
		2. no vehicle shall be permitted to the Stadium without a valid car parking pass, issued by the Club from time to time; and
		3. car parking may be provided (at the Club’s sole discretion) within the Stadium’s car parks or within an offsite car parking facility, which may not be owned by the Club and may change from Match to Match.
	2. All car parks and roads adjacent to the Stadium have access restrictions on Match days, which the Club will inform you of in advance; if such access restrictions and timings are not observed, you / the Client may be unable to access the car parking assigned to you and your Guests for which the Club accepts no liability.
	3. Under no circumstances are hospitality car park permits to be passed on, loaned or sold (breach of this term may result in car parking access and / or Hospitality Membership being withdrawn).
	4. Accessible parking spaces at the Club are allocated to specific fans, under no circumstances does a hospitality car park pass permit parking in one of these bays (breach of this term may result in car parking access and/ or Hospitality Membership being withdrawn).
4. **PHOTOGRAPHY AND CCTV**
	1. Photographers will be present during the Licensed Areas (and the Stadium) and some crowd photographs may be taken and used by the Club for media and marketing purposes. By making the booking you hereby consent and undertake to obtain the consent of to the Client and its Guests to their image being used in this way. By reselling the Hospitality Membership or permitting any Client or Guests to utilise the Hospitality Membership, you warrant that you have obtained those Clients’ / Guests’ permission. If you have any concerns or would like to discuss this further, please contact the Club’s Marketing Department. The Club owns such images and footage and shall be entitled to use or permit its commercial partners to use the same for media and/or marketing purposes.
	2. SLR cameras are not permitted within the Licensed Areas and you will ensure that the Client and its Guests do not bring such cameras into the Licensed Areas.
	3. CCTV is employed and operated within the Stadium for the control, safety and security of spectators and those attending the Stadium. The Club’s CCTV may be used by the Club (including sharing with any relevant third parties, including but not limited to, the police) where necessary for the purposes of such crowd control, safety and security operations, including law enforcement.
5. **REFUNDS, RESCHEDULED MATCHES, CANCELLATION, TERMINATION**
	1. No guarantees can be given by the Club that the Match will take place at a particular time or on a particular date or that it will be played in view of the public. Subject to clause 11.2 below, the Club reserves the right to reschedule any Match without notice and without any liability whatsoever.
	2. In the event, for any reason, that the Match has to be played out of view of the public/ behind closed doors you will be entitled to receive a full refund or hospitality credit. In the event, for any reason, that the Match has to be postponed you will be entitled to the equivalent Hospitality for the subsequent rearranged Match via such application procedure as the Club stipulates.
	3. Once the Club has accepted your offer to purchase the Hospitality Membership, you are not entitled to cancel the Membership or obtain a refund (except in accordance with your statutory or common law rights – see clause 11.9). The Club shall be entitled to seek payment in full for the Hospitality Membership and no refund shall be granted in respect of unused Hospitality Membership.
	4. The date and time of all Matches is subject to change on short notice. Fixtures may be moved as a result of a request from the relevant Governing Body (e.g. the Premier League, EFL or the FA), any relevant TV broadcasters where the Match is selected for live broadcast (e.g. Sky), the police, inclement weather or for any other reason.
	5. It is your responsibility to confirm, at the time of booking, whether all live TV broadcast picks have been made for any round of fixtures which include any Included Match. Even if your booking is made after such time, the Club cannot guarantee that any Included Match will not be rescheduled, whether due to a change in live TV broadcast selections or otherwise.
	6. By forming this Contract with the Club, you acknowledge and accept that all Included Matches may be subject to change at any time and you shall not be entitled to cancel or amend your Contract with the Club as a result of any change in the kick off day or time of any Included Match.
	7. In the event that any Included Match is rescheduled for any reason, the Hospitality Membership shall be provided at the re-scheduled Match (if any) without liability to the Club (and you shall not be entitled to a refund of any part of the Fee in respect of such re-scheduled Match, whether or not you attend for that Match).
	8. You are not entitled to cancel any additional hospitality ordered once the signed Booking Form/Confirmation or full or part payment has been received by the Club, unless in accordance with your statutory or common law rights – see clause 11.9.
	9. You may be entitled to terminate this Contract where your statutory or common law rights entitle you to do so, for example where we have breached the terms of this Contract in a serious way. In such circumstances, you may have a statutory or common law right to a full or partial refund, and nothing in this Contract will affect those rights.
	10. The Club shall be entitled to terminate this Contract by written notice to you at any time prior to the start of the Hospitality Membership. The Club shall only exercise this right acting reasonably (for example, without limitation, because the Club has discovered an obvious error in the terms of the booking or changes are required to the Hospitality Membership offering that were not foreseen your booking was made). In the event the Club exercises the right of termination under this clause 11.10, the Club shall refund to you all of the Fees that the Club has received from you in connection with the Hospitality Membership.
	11. The Club reserves the right to suspend or cancel the Hospitality Membership and all associated Services and any other benefits (and/or any other hospitality in your name) for a period of time, to withdraw its use and/or terminate this Contract between you and the Club in the event that you, the Client or any Guest:
		1. breaches any of these Terms;
		2. harasses, threatens, breaches the privacy of or otherwise behaves inappropriately (in the Club’s opinion) to any member of Club staff or any other person; or
		3. otherwise misuses the Hospitality Membership and / or Services.
	12. In addition, the Club reserves the right (without liability) to refuse access to the Hospitality Membership and or the Licensed Areas to anyone whose behaviour (whether current or past) in the reasonable opinion of the Club is not of the standard expected for persons attending the Club’s hospitality suites.
	13. In the event that the Club suspends or withdraws the Hospitality Membership and / or Services pursuant to clauses 11.11 or 11.12, no refund will be paid in respect of any unused hospitality.
	14. This Contract will automatically terminate at the end of the Fixture Time on the last Included Match.
	15. Where this Contract is in respect of multiple seasons, the Club reserves the right to terminate this Contract at any time after the end of the Season (or any other future season) and before the start of the subsequent season and, if appropriate, to refund any prepayments of Membership in respect of such future seasons.
	16. Termination of this Contract is without prejudice to the rights of the Club or you which already accrued prior to termination of this agreement. Your obligations and / or liability in respect of making good any damage caused to the Stadium and reinstating any Executive Box at the end of the Season shall continue notwithstanding termination of this Contract.
6. **LIABILITY**
	1. The Club accepts no liability for Hospitality Membership applications, tickets, permits or passes which are lost in the post, mislaid or destroyed.
	2. Duplicate tickets, permits and/or passes may (at the Club’s sole discretion) be supplied, upon receipt of a written explanation of the circumstances surrounding the loss and/or damage. The Club reserves the right to charge an administration fee to produce replacements.
	3. Other than as stated in clause 12.5.2 the Club does not accept liability for any of the Client’s or its Guests’ articles or possessions brought to or left in or at the Stadium. Any items left at the Club, including items given to you by the Club are left at your own risk.
	4. The Club reserves the right to charge you for the cost of any repairs, cleaning, maintenance and/or replacement of any property or facilities at the Stadium resulting from any act or omission of you, the Client or a Guest. Failure to pay such charges may result in the Club suspending or cancelling your Hospitality Membership.
	5. The Club shall:
		1. be liable for death or injury caused by its negligence;
		2. be liable for damage to, or loss of, any of your, the Client’s or the Guests’ goods or property which are brought into the Stadium and which is caused by the Club’s negligence up to a maximum liability of £1,000 in respect of any single event or series of connected events;
		3. not be liable for any other losses, claims, demands, actions, proceedings, damages, costs, expenses or other liabilities which you, the Client or any Guest may incur or suffer otherwise than in accordance with clauses 12.5.1 and 12.5.2 or as otherwise may be required by law.
7. **CATERING SERVICES AND FACILITIES**
	1. The Club shall use its reasonable skill and care in the provision of the Hospitality Membership and the Services and shall execute its obligations in providing the Hospitality Membership and the Services in a proper, diligent and efficient manner.
	2. In particular, the Club shall take all necessary precautions and act with all due diligence in the preparation and processing of all food to be consumed at any Included Match in order to prevent and avoid any breach of the Food Safety Act 1990 and all regulations, orders or codes of practice enacted under the Act and all other legislation, regulations and codes of practice relating to the supply of food and drink. It is your responsibility to return to notify the Club of any specific dietary requirements or allergies for the Client and all Guests by the later of: (i) 10 days prior to the relevant Match; or (ii) 24 hours following confirmation of your booking (if this is within 10 days of the Match). ). It is also the responsibility of the Client and Guests to confirm these again with the waiting staff on the day of your hospitality Match or Event.
8. **MATCH SPONSORSHIP**
	1. Where your booking includes Match sponsorship, the Club shall be entitled to cancel a booking for a Match sponsorship with immediate effect, without liability except for a full refund to you of all monies paid to the Club, if in the Club’s opinion your proposed sponsorship conflicts in any way with either one of the Club’s sponsors or a sponsor of any football governing body of the relevant match.
9. **GENERAL**
	1. Entry to the Stadium is expressly subject to acceptance by you, the Client and all Guests of the Clubs’ Stadium regulations and the rules and regulations of FIFA, UEFA, The Football Association, and The English Football League in the respect of the relevant competition.
	2. These Terms shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Court.
	3. Save as specifically provided herein, a person who is not a party to these Terms shall have no rights under or in connection with them.
	4. Children under the age of 14 will not be admitted to any Licensed Area unless they are accompanied by an adult aged 18 or over (proof of age may be required).
	5. The Club’s Privacy Policy can be found at <https://www.avfc.co.uk/club/legal/privacy-policy>. You agree that you shall provide each Client and any Guests with the details the Club’s Privacy Policy and will comply with all data protection and privacy laws (including the Data Protection Act 2018 and the UK GDPR) in respect of all personal data processed pursuant to these Terms.

***Section B: This section applies to Executive Box Hospitality Membership only***

1. **ADDITIONAL OBLIGATIONS FOR EXECUTIVE BOXES**
	1. Where your Hospitality Membership includes an Executive Box, you also agree, acknowledge and undertake:
		1. not to exceed (and ensure that the Client does not exceed) the Maximum Occupancy you have booked and paid for or invite any person to the Stadium or Licensed Areas in excess of such number;
		2. to ensure that the Client each Guest does not consume alcohol in any Executive Box during the period commencing 15 minutes prior to kick-off the Match and ending 15 minutes after the final whistle of the Match (or as may otherwise be required by the terms of the Club’s alcohol licence).
		3. not to (and to ensure that the Client or their Guests do not) make any permanent alteration or addition whatsoever to any of the Licensed Areas without prior written consent;
		4. not to (and to ensure that the Client or their Guests do not) use your (or their) own furniture, equipment or goods to furnish the Executive Box without the Club’s written permission (where such permission is granted, it shall be a condition of such permission and you personally agree and undertake to remove any such items from the Executive Box not later than 7 days after the expiry of the Hospitality Membership, any items not collected within 7 days of the request to do so will be deemed to be abandoned by you and the Client, and the Club shall be entitled to dispose of, make use of, or deal with, such items in any way it chooses and without liability to you or the Client for the value of such items);
		5. not to (and to ensure that the Client and its Guests shall not) decorate or otherwise equip the Executive Box without the Club’s written permission (where such permission is granted, it shall be a condition of such permission and you agree and undertake to pay the Club an agreed fee (plus VAT) for the Club to return the box to the original condition, or in the absence of such fee being agreed, the costs incurred by the Club to return the Executive Box to its original condition).
2. **OCCUPUYING EXECUTIVE BOXES OUTSIDE OF FIXTURE TIMES**
	1. If your client is a Seasonal Executive Boxholder, the Club may (but shall not be obliged to) permit the Client (and its Guests) to use the Executive Box included in the Hospitality Membership (or an alternative pursuant to clause 17.6) outside of Fixture Times, provided that you shall give the Club not less than 14 days’ notice of any such request and pay an additional charge as decided by the Club.
	2. The Club shall be entitled to refuse such request (without liability) at its absolute discretion including, but not limited to:
		1. if there are any sums outstanding from you to the Club (whether under these Terms or otherwise);
		2. there has been any previous breach of these Terms by you, the Client or one of its Guests;
		3. the Executive Box is already booked for another Event or purpose;
		4. the stand in which the Executive Box is positioned is closed or not staffed; or
		5. there is an Excluded Match or Event occurring during your requested date and time.
	3. Where such request is permitted, the Client (and its Guests’) use of the Executive Box and all other parts of the Stadium shall be subject to these Terms and you shall continue to (and ensure that the Client and its Guests) comply with all of your/their obligations under these Terms as if such use were during an Included Match.
	4. Additional charges apply to the use of an Executive Box outside of match Fixture Times and if additional staff are required in order to facilitate access to the Executive Box.
	5. In the event that the Club agrees to such a request, a service charge of £100 (plus VAT) or such other amount as the Club shall inform you from time to time (in addition to any amounts charged under clause 17.4) by giving you not less than 30 days’ notice, shall be payable by you to the Club for each day (or part therefore) during which the Executive Box is used outside the Fixture Times.
	6. The Club reserves the right to offer an alternative executive box location for any events/meetings outside Fixture Times.
	7. This clause ‎17 does not cover your or the Client’s use of or entitle you or the Client to use the Executive Box for Excluded Matches or Events, which shall be subject to a separate booking and a separate fee.
	8. The Club remains free (without liability) to licence the Executive Box to a third party for any Excluded Match or Event at any time during the Season (or at any other time outside of the Fixture Times during which you have not been granted permission to use the Executive Box).