

**AVENELL CLUB MEMBERSHIP**  
**TERMS AND CONDITIONS**  
**SEASON 2021-2022**

**1. Exclusion of liability**

1.1 If you are a consumer, references in these Terms and Conditions to “you” are to the individual purchasing Avenell Club Ticket(s) from the Club for private and non-commercial purposes.

1.2 If you are NOT a consumer:

- (A) references in these Terms and Conditions to “you” are to the business on whose behalf you are purchasing Avenell Club Ticket(s);
- (B) you confirm that you have authority to bind that business in respect of the purchase of Avenell Club Ticket(s);
- (C) you acknowledge that by purchasing Avenell Club Ticket(s) you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or the Terms and Conditions of Entry. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions; and
- (D) nothing in this section shall exclude liability for either party's fraudulent misrepresentation.

1.3 As a result of the COVID pandemic, these Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to any restrictions or requirements from time to time imposed by Applicable Law and Applicable Football Regulation in relation to a COVID Event. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any such Applicable Law or Applicable Football Regulation, the relevant Applicable Law or Applicable Football Regulation shall prevail. The Club shall not be in breach of these Terms and Conditions by virtue of any action which it takes or omits to take as a consequence of Applicable Law or Applicable Football Regulation.

1.4 If you are NOT a consumer, the following terms shall apply subject to clause 1.6 below:

- (A) The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under Applicable Law.
- (B) Neither the PL nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- (C) Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, the Club shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms and Conditions, including admitting you and/or any other User to the Ground for a

Match or Matches, caused by any circumstances outside the Club's reasonable control including, without limitation (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event; and/or (ii) the exercise of any discretion by the Club in respect of the Ballot in respect of any Reduced Capacity Match(es) (including, without limitation, the number of Avenell Club Tickets to be included within any such Ballot).

- (D) Subject to clause 1.6 below, the Club's total liability in respect of your use of the Avenell Club Ticket(s) or any breach of these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed the amount paid by you to the Club for the Avenell Club Ticket(s). The Club will have no further, or other, liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage.

1.5 If you are a consumer, the following terms shall apply subject to clause 1.6 below:

- (A) The Club only provides you with use of the Avenell Club Ticket(s) for your domestic and private use and you agree not to use the Avenell Club Ticket(s) for any commercial or business purposes, and the Club has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- (B) If the Club fails to comply with these Terms and Conditions, the Club is responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or the Club's negligence, but the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Club's breach or if it was contemplated by you and the Club at the time that you purchased the Avenell Club Ticket(s).
- (C) Neither the PL nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- (D) Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, the Club shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms and Conditions, including admitting you and/or any other User to the Ground for the Match, caused by any circumstances outside the Club's reasonable control including, without limitation (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event; and/or (ii) the exercise of any discretion by the Club in respect of the Ballot in respect of any Reduced Capacity Match(es) (including, without limitation, the number of Avenell Club Tickets to be included within any such Ballot).

1.6 Notwithstanding any provision in these Terms and Conditions, the Club does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by the Club's negligence or the negligence of any of its officers, employees or agents; or (c) under section 2(3) of the Consumer Protection Act 1987; or (d) for any other matter for which it is not possible to exclude or limit liability by law.

## 2. Issue of Avenell Club Ticket

- 2.1 The issue of an Avenell Club Ticket and subsequent access to the Ground is subject to the Terms and Conditions of Entry (as may be amended from time to time and which can be found on or accessed via the Website or can be provided upon written request to the Club). Without limitation, the Terms and Conditions of Entry incorporate the Premier League's Commitment Regarding Abusive and Discriminatory Conduct (the "**Commitment**"), which can be accessed via the Website at <https://www.arsenal.com/ticket-membership-terms> or via the Premier League's website at <https://www.premierleague.com/publications> or can be provided upon written request to the Club.
- 2.2 The Club, as selling agent for and on behalf of ASMCL, licenses you to use the Avenell Club Ticket issued to you pursuant to these Terms and Conditions. As a result, ASMCL will have all of the rights and obligations of the Club under these Terms and Conditions and your rights and obligations under these Terms and Conditions shall lie against ASMCL only.
- 2.3 In the event of the Avenell Club Ticket(s) issued to you becoming lost or stolen, you must inform the Club immediately. In addition, if any Avenell Club Ticket is stolen, you must also inform the police immediately. Please note that it is your responsibility to contact the Club and/or visit the Club's match day ticket office on a match day in the event that you do not have access to your Avenell Club Ticket(s) for that match.

## 3. Term

These Terms and Conditions are valid for the 2021-2022 Season only and accordingly, unless terminated earlier in accordance with these Terms and Conditions, will terminate at the end of the 2021-2022 Season (the "**Term**").

## 4. Benefits

Subject to your payment of the Licence Fee and compliance with the Terms and Conditions of Entry (including, without limitation, the Commitment), you will be entitled to the following benefits for the duration of the Term:

- (A) you will automatically become an Avenell Club Member for the Term subject to these Terms and Conditions;
- (B) you will be entitled to use the Avenell Club and the Seat(s) associated with your Avenell Club Ticket(s) for each Match during the Term save that:
- (i) if the Club is required by Applicable Law and/or Applicable Football Regulation, or decides as a result of a COVID Event, to hold any Behind Closed Doors Matches during the Term, you will not be entitled to attend any such Behind Closed Doors Matches however you will be entitled to a partial refund of the Licence Fee in accordance with clause 7.3 below;
  - (ii) if the Club is required by Applicable Law and/or Applicable Football Regulation, or decides as a result of a COVID Event, to hold any Reduced Capacity Matches during the Term, the Club may allocate Avenell Club Ticket(s) for such Matches by Ballot. You will automatically be entered into any such Ballots. Full details regarding the Ballots will be published on the Website

and/or communicated to you via email. By agreeing to these Terms and Conditions, you acknowledge that:

- (a) the Club may hold a Ballot in respect of more than one Reduced Capacity Match at a time;
- (b) for any such Ballot you will receive one entry per seat associated with your Avenell Club membership;
- (c) the number of Avenell Club Tickets available (if any) in respect of each Ballot will be determined in the Club's absolute discretion and the Club reserves the right to cancel a Ballot if it considers there are insufficient Avenell Club Tickets available to justify holding such a Ballot. If the Club decides not to include any Avenell Club Tickets in the Ballot for any Reduced Capacity Match, details on how you may apply to purchase a ticket (or tickets) elsewhere in the Ground for such matches will be notified to you or published on the Website;
- (d) the result of a Ballot shall be entirely at the discretion of the Club whose decision in all matters relating to a Ballot shall be final;
- (e) if you are successful in relation to a Ballot you will be notified by email within five (5) days of the closing date of the relevant Ballot;
- (f) if you are successful in a Ballot for a Reduced Capacity Match, any Avenell Club Ticket(s) issued to you for that Match are not refundable if you and/or your Guest(s) are unable to use such Avenell Club Ticket(s) or unable to comply with the requirements set out in clause 5.1(B) below. Please note that the right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to these Terms and Conditions or any purchase of an Avenell Club Ticket under these Terms and Conditions;
- (g) payment to the Club of the Licence Fee gives no guarantee that any Avenell Club Tickets will be available and/or issued to you for any Reduced Capacity Matches. Success in one Ballot for a Reduced Capacity Match gives no guarantee that you will be successful in a Ballot for another Reduced Capacity Match. Being unsuccessful in one Ballot for a Reduced Capacity Match gives no guarantee that you will be successful in a Ballot for another Reduced Capacity Match. All rights to Avenell Club Tickets for Reduced Capacity Matches are expressly subject to availability and the Club's discretion as to the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation;
- (h) in the event that you are not allocated any Avenell Club Tickets in any such Ballot, or if the Club decides not to include any Avenell Club Tickets in any such Ballot, you will not be entitled to attend the relevant Reduced Capacity Match(es) however you will be entitled to

a partial refund of the Licence Fee in accordance with clause 7.3 below; and

- (B) for each Match you are entitled to attend, you will be entitled to the benefits set out in Schedule 1.

## **5. Admission to the Ground**

5.1 By holding an Avenell Club Ticket and/or using an Avenell Club Ticket to gain access to the Ground:

- (A) you certify that you have read, understood, and accepted, and agree to be bound by and comply with, the Terms & Conditions of Entry (including, without limitation, the Commitment, and any requirements and/or supporter code(s) of conduct issued by the Club from time to time in relation to a COVID Event); and

(B) you declare that:

- (i) you and/or any Guest(s) will not attend any Match if you and/or any Guest(s) are displaying any symptoms of COVID at the date of the relevant Match and/or are required or recommended to self-isolate or quarantine at the date of the relevant Match;
- (ii) you and any Guest(s) will comply with all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event, including but not limited to: (a) compliance with social distancing measures; (b) compliance with the required movements and behaviours of spectators within the Ground; (c) undertaking temperature checks if required by the Club; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event; and (e) providing photographic proof of identity if required by the Club;
- (iii) if required by Applicable Law or Applicable Football Regulation, you will provide names and contact details for any Guest(s) who intend to attend the relevant Match with you, to assist with any COVID track and trace requirements; and
- (iv) your Guest(s) are not prohibited from attending the Match with you by Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding a COVID Event.

5.2 Before attending a Match using an Avenell Club Ticket, you shall be responsible for undertaking a risk assessment as to whether it would be appropriate for you and any Guest(s) to attend the relevant Match. In undertaking such assessment, you should take into consideration your age, health status and clinical vulnerability and the age, health status and clinical vulnerability of your Guest(s).

5.3 All persons (including children) must have a valid Avenell Club Ticket in their possession when entering the Ground. The Club will not allow children (or any other person) to be carried through without a valid Avenell Club Ticket for the Match.

- 5.4 Subject to clause 4(B) above, an Avenell Club Ticket permits you to occupy, at the relevant Match, the seat indicated on the Avenell Club Ticket or stated on the confirmation receipt/email of purchase in respect of your electronic entry card or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion. All access to the Ground pursuant to an Avenell Club Ticket shall be for the purposes of private enjoyment of the relevant Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 5.5 Unless otherwise agreed and stated in the Forms, nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Avenell Club Ticket in any subsequent season.
- 5.6 Save as set out in clause 5.7 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may you 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 PL and/or the Club.
- 5.7 Mobile telephones and other similar 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.
- 5.8 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 5.6 above, or pursuant to clause 5.7 above, or otherwise) is hereby assigned to the PL and the Club including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the PL and/or the Club) to promptly execute all instruments and to do all things necessary to vest the right, title and interest in such rights to the PL and the Club absolutely and with full title guarantee.
- 5.9 Save for official Club merchandise and/or other football-related clothing worn in good faith, you and any Guest(s) shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials. For the avoidance of doubt, neither you nor your Guest(s) shall wear away colours in the Avenell Club.
- 5.10 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 5.9 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.

- 5.11 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms and Conditions of Entry (including, without limitation, the Commitment, and any requirements and/or supporter code(s) of conduct issued by the Club from time to time in relation to a COVID Event).
- 5.12 The Avenell Club Ticket shall only entitle the User to gain admission to the Ground after it has been validated by the control readers located at the appropriate entrance. The Ground access steward(s) will refuse admission to any person in the event that such person's Avenell Club Ticket is not so validated by such control readers.
- 5.13 If, for any reason, it is decided that any Match is to be played at another stadium, then, subject to any capacity restrictions of the alternative stadium, one alternative ticket per Seat associated with your Avenell Club Ticket(s) will be issued to you in respect of that Match.
- 5.14 The Licence Fee in respect of your Avenell Club Ticket does not include tickets for any of the following matches which the Club may qualify for during the Term:
- (A) the FA Cup Semi-Final or Final;
  - (B) the Football League Cup Semi-Final (Away Leg) or Final; or
  - (C) the Semi-Final (Away Leg) or Final of a UEFA Competition,

however, we will make available for purchase by you (at face value) one ticket per Avenell Club membership held by you for each semi-final or any final (including any replay thereof) played by the First Team in any of the following competitions: the FA Cup, and the Football League Cup. Any such tickets will be subject to availability and in such area of the relevant stadium as the Club, the host club and/or the relevant football authorities organising such football match shall determine and, for the avoidance of doubt, if any such matches are played at the Emirates Stadium, such tickets may not be for seats in the Avenell Club Area.

## **6. Use of Avenell Club Ticket**

- 6.1 Subject to clauses 6.3 and 6.4 below, the Avenell Club Ticket (and all associated rights and benefits) is issued for your sole use and you shall not and you shall not attempt and/or take preparatory steps to sell, dispose of, assign, transfer, lend or otherwise deal with the Avenell Club Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Avenell Club Ticket for any commercial purpose. The reference to selling the Avenell Club Ticket includes where, in the Club's reasonable opinion, a User: (a) offers or attempts and/or takes preparatory steps to sell an Avenell Club Ticket (including, without limitation, via any website or online auction site); (b) exposes or attempts and/or takes preparatory steps to expose an Avenell Club Ticket for sale; (c) makes or attempts and/or takes preparatory steps to make an Avenell Club Ticket available for sale by another person; and (d) advertising that an Avenell Club Ticket is available for purchase.
- 6.2 No Avenell Club Ticket may be: (a) offered as a prize in any promotion or competition or transferred, assigned, lent or sold to any third party as part of a hospitality or travel package; (b) given (or offered to be given) to a person who pays or agrees to pay for another good or service; or (c) used for any other commercial purpose, all save as expressly authorised by the PL or the Club.

6.3 In the event that your Avenell Club Ticket allows you the use of more than one Seat, one of the Seats must be used by you for your personal use (subject to the provisions below) and the remaining Seat(s) may be used by a Guest(s) for his/her/their personal use only, PROVIDED THAT:

- (A) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Avenell Club Ticket for that Match;
- (B) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business (other than, in each case, to the extent you are NOT a consumer and only for corporate hospitality which is not itself a business activity of that business);
- (C) such transfer to any Guest(s) will be subject to the Terms and Conditions of Entry (including, without limitation, the Commitment, and all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club in respect of a COVID Event) which will (save for any rights to transfer under this clause) apply to and bind each Guest as if he/she/they was the original purchaser of the Avenell Club Ticket for that Match only (and you must inform the Guest(s) of this and procure that he/she/they shall comply with the Terms and Conditions of Entry). Without limitation, any Guest(s) must not attend a Match if he/she/they is displaying any symptoms of COVID at the date of the relevant Match and/or are required or recommended to self-isolate or quarantine at the date of the relevant Match and/or are otherwise prohibited from attending the Match with you by Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding a COVID Event; and
- (D) you will provide the name, address and contact details of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer.

6.4 In the event that you and/or your Guest(s) are unable to use any Avenell Club Ticket then you may transfer that Avenell Club Ticket to a natural person who is known to you personally and who would be entitled (under the Terms and Conditions of Entry and otherwise) to purchase such Avenell Club Ticket and attend such Match PROVIDED THAT:

- (A) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Avenell Club Ticket for that Match;
- (B) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business (other than, in each case, to the extent you are NOT a consumer and only for corporate hospitality which is not itself a business activity of that business);
- (C) such transfer will be subject to the Terms and Conditions of Entry (including, without limitation, the Commitment, and all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club in respect of a COVID Event) which will (save for any rights to transfer under this clause) apply to and bind the transferee as if he/she/they was the original purchaser of the Avenell Club Ticket for that Match only (and you must inform the transferee of this). Without limitation, the transferee must not attend a Match if he/she/they is displaying any symptoms of COVID at the date of the relevant Match and/or are required or recommended to self-isolate or quarantine at the date of the relevant Match and/or (if applicable) are otherwise prohibited from



attending the Match with you by Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding a COVID Event; and

(D) you will provide the name, address and contact details of the transferee when asked to do so by any official, steward or employee of the Club and/or any police officer.

6.5 If you die the Club will take into account your wishes in considering the transfer of your Avenell Club Ticket to another person but is under no obligation to follow such wishes. Prior to any such transfer, these Terms and Conditions will continue, but the Club may terminate your Avenell Club Ticket(s) (i) if any sums due under these Terms and Conditions are not paid on the due dates, or (ii) otherwise in accordance with these Terms and Conditions.

6.6 The Club hereby notifies you that the Club has assigned to The Law Debenture Trust Corporation Plc, in its capacity as security trustee for certain of the secured creditors of ASMCL, the Club and certain Emirates Stadium Companies (the "**Security Trustee**", which expression shall include the successors and assigns of The Law Debenture Trust Corporation Plc in such capacity), as security, all of the Club's rights in respect of these Terms and Conditions and each Avenell Club Ticket. You hereby expressly acknowledge such assignment and agree to comply with the terms of any written notice or instruction from the Security Trustee in connection with amounts payable to the Club under or in respect of these Terms and Conditions.

6.7 If you are NOT a consumer, you shall indemnify the Club against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by it as a result of any breach by a User of the Terms and Conditions of Entry. In the event that the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

OR

If you are a consumer, you shall be responsible for any breach by a User of the Terms and Conditions of Entry. In the event that the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

6.8 The Avenell Club Ticket will remain the property of the Club at all times and must be produced together with evidence of your identity if required to do so by any official, steward or employee of the Club or any police officer. The Club reserves the right to require the immediate return of the Avenell Club Ticket at any time.

6.9 Any Avenell Club Ticket obtained or used in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) shall be automatically void and all rights conferred or evidenced by such Avenell Club Ticket shall be nullified. Any person seeking to use an Avenell Club Ticket in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) in order to gain entry to the Ground or remain at the Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of the Match and/or may have his/her/their Avenell Club Ticket suspended, cancelled or withdrawn. In the event of any suspension, cancellation or withdrawal in accordance with this clause 6.9, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of an Avenell Club Ticket.

- 6.10 If your conduct, acting alone or with others, or your incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, you shall be liable to the Club for any loss the Club thereby suffers.
- 6.11 The unauthorised sale or disposal of an Avenell Club Ticket (either as a whole or for a particular Match or Matches) may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Club may inform the police when it becomes aware that an Avenell Club Ticket (either as a whole or for a particular Match or Matches) has been sold or disposed of illegally and will press for charges to be brought against those breaking the law. We may also notify the PL about ticket touting activities relating to you, who may in turn notify other football clubs, event holders, any Football Authority and/or the relevant law enforcement authorities. The information that may be collected and shared by the Club and the above third parties could include personal data such as your name, contact details, image, data relating to criminal offences and your past ticket activity and purchases (including payment details). The Club processes this information where necessary to identify and prevent ticket touting activities, which is in our legitimate interests and the interests of other football clubs. The processing may also be necessary in order to prevent or detect unlawful acts. For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at [dpo@arsenal.co.uk](mailto:dpo@arsenal.co.uk).
- 6.12 All persons attending Matches acknowledge that the Matches are public events. The appearance and actions of the persons attending inside and in the perimeter of the Ground are public in nature and all persons attending agree that he/she/they shall have no expectation of privacy with regard to his/her/their actions or conduct at the Matches.
- 6.13 By entering the Ground, all persons acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of him/her/them and may also be used, by way of example and without limitation, in televised coverage of the game or by the Club, any other Club Group Company and/or any Football Authority or others (including commercial partners and accredited media organisations) in perpetuity, by way of any present or future media, for marketing, training or promotional purposes or for any other purpose deemed reasonable by the Club. All persons further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used by the Club or by a third party, such as a law enforcement body to identify them as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms and Conditions of Entry (including, without limitation, the Commitment). For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at [dpo@arsenal.co.uk](mailto:dpo@arsenal.co.uk).
- 6.14 Further to clause 6.13 above, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying him/her/them into the Ground shall be deemed to have provided consent on his/her/their behalf.
- 6.15 If you are not 16 years old or over, your parent(s) and/or guardian(s) are also responsible for your actions, conduct and compliance with these Terms and Conditions (including, without limitation, the Commitment).

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

- 7.1 No guarantees are given by the Club that the Match will take place at a particular time or on a particular date or at a particular spectator capacity. The Club reserves the right, without liability save as expressly provided otherwise in these Terms and Conditions, to reschedule the Match or, if necessary, play the Match out of view of the public or reduce the spectator capacity for the Match.
- 7.2 In the event that a Match is rescheduled, your Avenell Club Ticket(s) will enable you to attend the re-arranged Match, unless the Match is required to be played out of view of the public or the spectator capacity is reduced and you are not offered the right to attend the match (in which case the provisions of clause 7.3 below will apply).
- 7.3 In respect of:
- (A) any Behind Closed Doors Matches; and/or
  - (B) any Reduced Capacity Matches which you are not offered the right to attend (whether because you are unsuccessful in the relevant Ballot or because the Club does not include any Avenell Club Tickets within such Ballot or because the spectator capacity for the relevant Match is reduced after the Ballot and your Avenell Club Ticket(s) for that Match is cancelled by the Club),

the Club shall refund you the full price of the Avenell Club Ticket(s) for the relevant Match(es), as stated in the pricing schedule notified to you by the Club and/or published on the Website, and such refund shall be credited against your membership account and may be withdrawn by you periodically during such cashback windows as notified by the Club or (if applicable), at your discretion, set-off against any renewal of your Avenell Club Membership.

- 7.4 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 the Website or ring the Arsenal Contact Centre (Tel: +44 (0) 20 7619 5000).
- 7.5 The Club does not guarantee that the team for the Match will necessarily only be selected from the Club's regular First Team players. The First Team manager may consider it desirable on occasions to omit regular First Team players and select the team from the full playing squad.

## **8. Any lost or stolen Avenell Club Tickets**

- 8.1 In order to gain admission to the Ground for a Match, the Avenell Club Ticket must be presented in its entirety.
- 8.2 The Club is not responsible for any Avenell Club Ticket which is forgotten, lost, stolen, defaced, damaged or destroyed. If the Avenell Club Ticket is forgotten, lost, stolen, defaced, damaged or destroyed, a duplicate physical or digital card, ticket or pass may be issued to you, at the Club's discretion, upon payment by you to the Club of a non-refundable administration fee of £10.00 which will be taken by the relevant account manager and/or at the Club's relevant match day ticket office(s), as the case may be. The Club reserves the right to require photographic proof of identity and/or withdraw this duplicate facility for the Match without notice.

## 9. Cancellation and withdrawal of Avenell Club Ticket

9.1 The Club may remove you and/or or any User from the Ground whom it, acting reasonably:

- (A) believes to be the subject of a banning or other order prohibiting him/her/them from entering the Ground or any other stadium;
- (B) considers to be in breach of or have breached the Commitment including, without limitation, using, or have used, any rude, threatening or abusive language or behaviour to, or in respect of, any contractor, employee or agent of the Club, or any other spectator or official (including, without limitation, any language or behaviour relating to an individual's or group's colour, race, nationality, ethnic or national origins, gender, sexual orientation, marital status, religion, age or disability);
- (C) considers to be in breach, be likely to breach, or have breached, any other provision of the Terms and Conditions of Entry; or
- (D) believes to be behaving in such a manner as will, or is likely to, cause a hazard to safety or security, or cause any contravention by such person or the Club of (a) any laws or regulations, including the terms of any health and safety, operating or other certificate, licence, consent, permit, approval or other authorisation, applicable to such person or entity or the Ground, or (b) any restrictions imposed by the police or any other relevant authority in relation to any Match from time to time.

9.2 Without prejudice to any other remedies it may have, the Club shall have the right in its absolute discretion to:

- (A) suspend for a period determined by the Club, withdraw indefinitely or cancel any Avenell Club Ticket (including without limitation, use of the Avenell Club Ticket and all other related benefits);
- (B) exclude (indefinitely or for a period determined by the Club) a User from using and/or applying to purchase any future Avenell Club Ticket (including any associated benefits);
- (C) provide the police and any other relevant authorities including FIFA, UEFA, the FA, the PL, the Football League and/or any other football clubs with relevant information,

in any of the following circumstances:

- (i) any serious or persistent breach by a User of the Terms and Conditions or the Terms and Conditions of Entry (including, without limitation, the Commitment) or the Club has reasonable grounds to suspect such breach; and/or
- (ii) the Club reasonably suspects that entry into the Ground by the User will result in a serious breach of these Terms and Conditions, the Terms and Conditions of Entry or the terms and conditions of any other Club-related scheme.

9.3 In the event of cancellation, suspension, withdrawal, refusal and/or ejection pursuant to clauses 9.1 and/or 9.2, no refund will be paid in respect of any unexpired portion of the Avenell Club Ticket(s) or during any period of suspension.

9.4 Without prejudice to the general nature of the above, the following actions shall constitute serious breaches of the Terms & Conditions of Entry by a User and shall enable the Club to exercise its rights as described in clauses 9.1 above:

- (A) smoking (including the use of electronic cigarettes or vaporisers);
- (B) being (or appearing to be) drunk or intoxicated;
- (C) persistent standing in seated areas whilst the Match is in progress;
- (D) the sale or transfer (save as permitted) of an Avenell Club Ticket to any person;
- (E) the deliberate misuse of an Avenell Club Ticket;
- (F) the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive, sexist or racist;
- (G) the throwing of any object within the Ground that may cause injury, distress, annoyance or damage to people or property without lawful authority or excuse;
- (H) whether at the Ground, or travelling to or from a Match:
  - (i) the use of foul, obscene, abusive and/or racist language and/or gestures;
  - (ii) the chanting of anything of an indecent or racist nature;
  - (iii) fighting, or engaging in and/or inciting violence;
- (I) bringing any of the following into the Ground (or using them within the Ground): alcohol, illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; cans; drones; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
- (J) entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- (K) the supply of any misleading or incorrect information in any application;
- (L) breach of the terms of any Membership Scheme;
- (M) any breach of clause 5.6, 5.7, 5.9 and 5.10 above;
- (N) any breach of the requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event, including but not limited to: (a) social distancing measures; (b) the required movements and behaviours of spectators within the Ground; (c) undertaking temperature checks if required by the Club; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event; and (e) providing photographic proof of identity if required by the Club;

- (O) any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment; and
  - (P) any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Avenell Club Ticket.
- 9.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clause 9.4 have either occurred or may occur.
- 9.6 The Club will not tolerate racial, homophobic, sexist or other discriminatory abuse in any form, whether at the Ground, elsewhere or online. The Club wants the atmosphere at the Ground to be welcoming to all who attend its games. Any User who is caught abusing a player, official or any other individual whether at the Ground, elsewhere or online will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, the Avenell Club Ticket will be immediately withdrawn and no refund will be given. If your Avenell Club Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the PL and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.
- 9.7 The Avenell Club Ticket may be suspended, withdrawn and/or cancelled without the payment of any refund to you, in the event that:
  - (A) the User is under investigation by the Police, charged, cautioned or found guilty of any football related offence anywhere in the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions (including, without limitation, the Commitment); or
  - (B) prior to or whilst the User is using the Avenell Club Ticket, the User is under investigation by the Police, charged, cautioned or found guilty of any football related offence anywhere in the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions (including, without limitation, the Commitment).
- 9.8 Without prejudice to the rights of the Club under this clause 9, the Club shall be entitled to terminate these Terms and Conditions (and cancel any Avenell Club Ticket) with immediate effect by notice in writing to you in the event that you are at any time, or any other User is, at the time he/she enters the Ground, subject to a banning or other order prohibiting him/her from entering the Ground or any other stadium.
- 9.9 The User must immediately surrender any physical card, ticket or pass issued as part of the Avenell Club Ticket upon request by a Club official or a police officer.
- 9.10 In the event of cancellation and withdrawal of any Avenell Club Ticket in accordance with this clause 9:
  - (A) no refund shall be payable to you and/or a User (as the case may be) in respect of any unexpired portion of the Avenell Club Ticket. The Club further reserves its right to take any legal and/or disciplinary action against any persons as it sees fit in connection with such matters including a claim for an account of profits made from an unauthorised use of the Avenell Club Ticket;

- (B) the Club reserves the right to exclude you and/or any User (as the case may be) from any Membership Scheme and/or to disqualify you and/or any User (as the case may be) from applying for any match ticket or season ticket at its discretion and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification);
- (C) the Club reserves the right to sell (and retain all revenue therefrom) the Seats associated with the relevant Avenell Club Ticket to a third party immediately following the cancellation or withdrawal of the Avenell Club Ticket; and
- (D) if your Avenell Club Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the PL and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.

9.11 In the event that your Avenell Club Ticket (and the benefits and rights associated with the same) are suspended in accordance with this clause 9:

- (A) no refund shall be payable to you and/or to any User (as the case may be) in respect of the period of suspension. The Club further reserves its rights to take any legal and/or disciplinary action against any persons as it sees fit in connection with such matters including a claim for an account of profits made from an unauthorised use of the Avenell Club Ticket; and
- (B) the Club reserves the right to sell (and to retain all revenue therefrom) the Seats associated with any your Avenell Club Ticket to a third party for the period of suspension of your Avenell Club Ticket.

## **10. Undertakings**

10.1 You shall at all times:

- (A) use the Ground in a proper and lawful manner, in accordance with Applicable Law, Applicable Football Regulation and the Terms and Conditions of Entry (including, without limitation, the Commitment) and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other spectators or visitors to the Ground or local residents) or to render void or voidable, in part or whole, any insurance maintained by the Club in respect of the Ground; and
- (B) ensure that the Ground is not damaged (fair wear and tear excepted).

10.2 You shall not make, without the prior written consent of the Club, any public statement or announcement linking, or implying any relationship between, or engage in any marketing, advertising or promotional activity which links, or implies any relationship between, you and the Club.

## **11. Disabled Members**

11.1 This clause 11 applies to you if you have an Avenell Club Ticket and are registered with the Club as a disabled Member.

- 11.2 You must bring your current Avenell Club Ticket with you when attending a Match. Your personal assistant must also bring their relevant Avenell Club Ticket with them.
- 11.3 Personal assistants must not attend Matches on their own or with any non-disabled person. If you are unable to attend a Match please notify the Disability Liaison Team as soon as possible so that we can sell or donate your place to another disabled supporter, a charity or local disability organisation.
- 11.4 You must bring a form of photographic identification with you when attending a Match.
- 11.5 Please note that stewards and Club staff will be carrying out checks of tickets. All proven abuses of the disabled supporter's concessionary scheme will be dealt with severely and will result in the loss of your Avenell Club Ticket. It may also result in criminal prosecution.
- 11.6 Contact details for the Disability Liaison Team are as follows (and may be updated from time to time on the Website):
- Tel: +44 (0) 20 7619 5050 (Mon to Fri 9.30am to 5pm)
  - Email: [disability@arsenal.co.uk](mailto:disability@arsenal.co.uk)
  - Matchday Contact Number: +44 (0) 20 7619 5003

## **12. Payments**

- 12.1 If you do not pay to the Club any part of the Licence Fee or any other payment due under or in respect of these Terms and Conditions on the due date for payment (a "**Late Payment**"), in addition and without prejudice to the Club's rights under clause 9, such Late Payment shall bear interest at the rate of 2.5% above the base rate of Barclays Bank Plc from the due date until the date of actual payment (both dates inclusive) by you to the Club.
- 12.2 All payments to be made by you under these Terms and Conditions shall be made in full without any set-off, restriction, condition or deduction for, or on account of, any counterclaim or any other matter. Any payments due to be made by the Club to you under these Terms and Conditions may be set off against any sums owed to the Club by you under these Terms and Conditions or any other agreement between the Club and you.

## **13. Security**

The Club shall take all reasonable precautions to maintain the security of the Ground between Matches but it shall not be responsible in any way for the loss of, or damage to, any property of you (or any User) in the Ground (including, without limitation, any property left behind by you (or any other User) in the Ground). Notwithstanding the foregoing, the Club shall be entitled to dispose of any property left behind by you in the Ground.

## **14. Unavailability of seats (other than due to a COVID Event)**

If the Club determines that all or any relevant part of the Ground, is unavailable for a Match due to:

- (A) health and safety requirements, Applicable Law, Applicable Football Regulation and/or



the Terms and Conditions or Entry;

(B) the need for any other repairs or alterations to be made to the Ground (or any relevant part) or any fixtures or fittings therein and such repairs or alterations are in the Club's opinion necessary or desirable; or

(C) any other circumstances at the Club's discretion,

in each case not relating to a COVID Event,

the Club will use its reasonable endeavours to provide you, during any such period of unavailability, with alternative seating elsewhere in the Ground or, where the Ground is unavailable, such other stadium where the First Team plays its home football matches in any competition (in which case these Terms and Conditions shall apply equally to such seats and such stadium), for each of your Seat(s) which is so unavailable, the location of each of which will be determined by the Club. Where the Club is not able to provide you with an alternative seat (or seats) in such circumstances, you will be entitled to a refund, or to a credit against future licence fee payments for future seat purchases, in respect of the relevant Match(es), the amount of such refund or credit, and the form and timing thereof, to be determined by the Club acting reasonably.

## **15. Repairs and maintenance**

15.1 The Club will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the Ground provided that the Club will not accept liability for, and shall not be in breach of its obligations by reason of, any breakages or defects to any part of the Ground which are not the result of fair wear and tear or are caused by your acts or omissions.

15.2 If you are a consumer, you shall be responsible and liable for, and the Club has the right to charge you for, the cost of repairs, maintenance, replacement or cleaning of any part of the Ground to which you have access, or any fixtures or fittings therein, resulting from any act or omission of you other than as a result of fair wear and tear.

15.3 If you are a business, the Club has the right to charge you for, and you agree to indemnify the Club against, the cost of repairs, maintenance, replacement or cleaning of any part of the Ground to which you have access, or any fixtures or fittings therein, resulting from any act or omission of you other than as a result of fair wear and tear.

15.4 The Club and each of its employees, agents or contractors shall have the right at any time to carry out emergency repairs to any part of the Ground to which you have access, or any fixtures or fittings therein, or any adjoining property of the Club, and to suspend access to such areas of the Ground as necessary.

## **16. General**

16.1 The Club reserves the right to make changes to any of these Terms and Conditions. Such changes will be notified to you by being put on the Website.

16.2 You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative, health and safety, and legal purposes (including, without limitation, to assist with COVID track and trace requirements). In particular, we may share your

personal data, including your name, date of birth, photograph, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs, any Football Authority and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment and with enforcing sanctions under the Commitment. We may also share your data in order to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available on the Website.

- 16.3 The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16.4 You acknowledge that the Club may fulfil any of its obligations under these Terms and Conditions by procuring such fulfilment from another Club Group Company. Each Club Group Company may benefit from the rights granted to the Club under these Terms and Conditions. Other than the foregoing, and with the exception of each Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Terms and Conditions. Nothing in these Terms and Conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
- 16.5 These Terms and Conditions Entry (including, without limitation, the Commitment) constitute the entire agreement between the Club and you in respect of their subject matter and neither the Club nor you shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the subject matter which is not set out therein.
- 16.6 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions, the documents referenced herein or by law shall not constitute a waiver of that right, power or remedy.
- 16.7 If you are a consumer, you have legal rights in relation to services not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.
- 16.8 If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and any provision of the Ground Regulations, the relevant provision of these Terms and Conditions shall apply.
- 16.9 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your use of an Avenell Club Ticket and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.
- 16.10 If you are a business, these Terms and Conditions and any dispute or claim arising out of or in

connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. You and we both irrevocably agree 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 or their subject matter or formation (including non-contractual disputes or claims).

## 17. Definitions

In these Terms and Conditions, the following words and phrases shall have the following meanings:

**“Applicable Football Regulation”** means in respect of any Football Authority: (i) the statutes, rules, regulations, directives, codes of practice, guidelines and equivalent for the time being of such bodies; and (ii) all promotional, marketing and commercial agreements and arrangements concluded by each such body; in each case with which the Club and/or you and/or a Guest is required to comply with from time to time.

**“Applicable Law”** means all laws, statutes, regulations, edicts, byelaws, codes of conduct and guidelines, whether local, national, international or otherwise existing to which the Club and/or you and/or any Guest is subject and which is relevant to the Club and/or you and/or the Guest’s rights or obligations under these Terms and Conditions (as the case may be).

**“ASMCL”** means Arsenal Stadium Management Company Limited.

**“Avenell Club”** means the members’ area of the Ground, known as the “Avenell Club”.

**“Avenell Club Benefits”** means those benefits set out in Schedule 1 of these Terms and Conditions.

**“Avenell Club Member”** means a member of the Avenell Club, whose Licence Fee includes payment for membership of the Avenell Club.

**“Avenell Club Ticket”** means the physical or digital entry card, ticket or pass or any other method for entry stipulated by the Club from time to time (and/or any rights arising out of or in connection with the foregoing) for admission to a Match.

**“Avenell Club Ticket Holder”** means any person who is in possession of any Avenell Club Ticket, including any guest of an Avenell Club Member using the Avenell Club Ticket, made available pursuant to these Terms and Conditions.

**“Ballot”** means the ticket allocation process which may be applied for any Reduced Capacity Match(es), subject to availability (determined in the Club’s sole discretion), capacity restrictions, Applicable Law and Applicable Football Regulation;

**“Behind Closed Doors Match”** means a Match which the Club holds at the Ground without any spectators in attendance due to a COVID Event.

**“Club”** means The Arsenal Football Club Plc, a company registered in England and Wales under company number 109244 and with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU. VAT number: 769 4067 87 GB.

**“Club Group Company”** means, in respect of The Arsenal Football Club Plc, its holding companies and subsidiaries of its holding companies, and **“holding company”** and **“subsidiary”** have the meanings given to them in section 1159 of the Companies Act 2006 and **“Club Group Companies”** shall be construed accordingly.

**“Commitment”** means the Premier League’s Commitment Regarding Abusive and Discriminatory Conduct, which can be accessed via the Website at <https://www.arsenal.com/ticket-membership-terms> or via the Premier League’s website at <https://www.premierleague.com/publications> or can be provided upon written request to the Club.

**“Competitions”** means the PL, the Football League (known as The Championship and Leagues One and Two at the date of these Terms and Conditions), the Football Association Challenge Cup (known as the FA Cup), the Football League Cup Competition, the UEFA Champions League, the UEFA Europa League, the UEFA Conference League and the Emirates Cup (or any such replacement competition held by the Club from time to time).

**“COVID”** means the coronavirus disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), also known as ‘COVID-19’, and/or any variations or mutations thereof.

**“COVID Event”** means COVID and/or any other epidemic(s) or pandemic(s).

**“Dress Code”** means such dress code as the Club, in its discretion, may reasonably impose from time to time and notify to you by way of notice displayed in the Ground, which dress code as at the date of these Terms and Conditions shall comprise a prohibition on the wearing of shorts, singlets, vests and/or away colours.

**“First Team”** means the Club’s men’s first XI.

**“Football Authority”** means the PL, the Football Association, the Football Association of Wales, FIFA, UEFA, the Football League and/or any other relevant governing body of association football, and **“Football Authorities”** shall be construed accordingly.

**“Ground”** means Emirates Stadium, London N7 7AJ.

**“Ground Regulations”** means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are on display at the Ground and on the Website) including without limitation any guidelines and/or supporter codes of conduct issued by the Club from time to time in relation to a COVID Event.

**“Guest”** means a relative, friend, colleague and/or, companion to disabled supporters who would be entitled to purchase an Avenell Club Ticket under the Terms and Conditions of Entry.

**“Licence Fee”** means the fee in respect of the Avenell Club Tickets for the Term as notified to you by the Club prior to your acceptance of these Terms and Conditions.

**“Match”** means all home football matches to be played by the Club’s men’s First Team at the Ground during the Season in any of the Competitions. For the avoidance of doubt, a “Match” does not include: (i) any semi-final or final (or replay thereof) played at the Ground in any of the

Competitions (whether or not the Club's men's First Team plays in such match) where the reason that such match is being played at the Ground is that the Ground has been chosen by the relevant football authority organising that Competition as a neutral venue to host that match; or (ii) any other friendly or international matches, whether involving the First Team or otherwise.

**"Material"** means any audio, visual or audio-visual material or any information or data.

**"Membership Scheme"** means each of the membership schemes of the Club available to fans, the terms and conditions of which are available on the Website.

**"PL"** means the Football Association Premier League.

**"Reduced Capacity Match"** means a Match which the Club holds at the Ground with reduced spectator capacity due to a COVID Event.

**"Seat"** means the seat (or seats) in the Avenell Club to which these Terms and Conditions relate.

**"Terms and Conditions"** means these terms and conditions governing the issue and use of an Avenell Club Ticket.

**"Terms and Conditions of Entry"** means each of the rules and regulations of any Football Authority, the Ground Regulations, the Commitment, any requirements and/or supporter code(s) of conduct issued by the Club from time to time in relation to a COVID Event, and these Terms and Conditions, each as may be amended from time to time. Any amendments to the Terms and Conditions of Entry will be notified to you either through the respective organisation's website, or by being put on display at the Ground and through the Website.

**"User"** means (i) you; or (ii) any person who uses the Avenell Club Ticket (and/or the benefits thereof) in accordance with these Terms and Conditions (including, without limitation, a Guest);

**"Website"** means the Club's website, currently [www.arsenal.com](http://www.arsenal.com).

## **Schedule 1: Avenell Club Terms and Conditions**

### **1. Avenell Club Benefits**

If you are an Avenell Club Member, subject to the Terms and Conditions (including, without limitation, all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event), and to compliance with any Dress Code, you and any Avenell Club Ticket Holder will be entitled to the following Avenell Club Benefits:

- (A) Subject to clause 4(B) of these Terms and Conditions, exclusive access to the Avenell Club for every Match including:
- Cocktail on arrival;
  - Four course buffet;
  - An inclusive drinks package (including, subject to availability, champagne, house spirits, beer, wine and soft drinks) before each Match, at half-time and post-Match;
  - Betting table service;
  - Occasional post-Match appearances by current players and/or Club 'legends'.

The Avenell Club will be open up to two and a half (2.5) hours prior to the scheduled kick off time for each Match and up to two (2) hours after the final whistle for each Match.

The Club reserves the right to alter the opening hours set out above, at its discretion.

- (B) One invitation yearly to a cocktail party, held at either London Colney or the Ground, hosted by the then current manager of the First Team.
- (C) One invitation to attend an end of Season pitch tournament event.
- (D) A dedicated account manager.
- (E) One complimentary ticket to any Match played in the Emirates Cup in the relevant Season.
- (F) The opportunity to acquire general admission tickets for semi-final and final matches in the Competitions involving the First Team (in line with the Club's away match ticket credits policy), subject to availability.
- (G) Complimentary meetings and events use of the Avenell Club on one occasion in the Season, subject to availability. For the avoidance of any doubt, the Avenell Club Members shall be responsible for any other operational costs associated with the use of the Avenell Club (including but not limited to any catering, cleaning and stewarding costs).
- (H) A discount of ten per cent on official Club merchandise to be used in the Club's Armoury and Highbury retail stores, as well as any of the Club's ten Match-day kiosks at the Ground.
- (I) A discount of ten per cent on the price charged by the Club to hire the Avenell Club, whether for meetings and events use on non-match or other non-event days at the Ground. Any such use will be subject to availability. For the avoidance of any doubt,

this discount will not apply to any other operational costs associated with the use of the Avenell Club (including but not limited to any catering, cleaning and stewarding costs). The Avenell Club Member shall remain liable for all such costs.

## **2. Use of the Avenell Club and Avenell Club Benefits**

Prior to start of the Season, you will be issued with the appropriate number of Avenell Club Tickets. In order to obtain any of the Avenell Club Benefits to which you and/or Avenell Ticket Holders are entitled at any time, you and/or such Avenell Ticket Holders must each present a valid Avenell Club Ticket for inspection by or on behalf of the Club.

## **3. Catering in the Avenell Club**

- 3.1 Subject to any restrictions and/or requirements of Applicable Law, Applicable Football Regulation and/or the Club from time to time in respect of a COVID Event, the Club shall procure the provision (by any third party or other entity appointed by the Club, in its sole discretion, for this purpose (the “**Avenell Club Catering Supplier**”)) of a refreshments service in the Avenell Club during the hours referred to in paragraph 1(A) of this Schedule 1 (excluding those times during that period in which play in any Match is in progress).
- 3.2 The costs of all refreshments (including, without limitation, alcoholic beverages) ordered or consumed by you and/or any Avenell Club Ticket Holders in the Avenell Club, other than the food and drinks described in paragraph 1(A) of this Schedule 1, shall be paid by you to the Avenell Club Catering Supplier. The Club shall provide in the Avenell Club, or shall procure the provision in the Avenell Club of, details of the costs of each of the refreshments available in the Avenell Club. The Avenell Club Catering Supplier or the Club may change the costs of any refreshments from time to time.
- 3.3 The provision of any refreshments (including, without limitation, alcoholic beverages) to any persons in the Avenell Club shall be subject to all relevant legal restrictions applicable to the Club, any other Club Group Company, the Avenell Club Catering Supplier and/or the Ground (including, without limitation, all restrictions imposed by, and any regulation of, any relevant licensing or other governing body or authority, and any restrictions and/or requirements of Applicable Law, Applicable Football Regulation and/or the Club from time to time in respect of a COVID Event) and the grant of any necessary licences. You shall, and shall procure that any Avenell Club Ticket Holders shall, consume all alcoholic drinks within the interior of the Avenell Club.
- 3.4 The only refreshments which may be consumed in the Avenell Club are those supplied by the Avenell Catering Supplier pursuant to the provisions of paragraph 1 of this Schedule 1. You shall not, and shall procure that any Avenell Ticket Holders shall not, bring any food, drink or other refreshments into the Avenell Club for consumption or for any other reason.
- 3.5 If you or any Avenell Ticket Holders have any complaints in respect of the catering or refreshments service provided in the Avenell Club, you or he/she/they should, at first instance, refer such complaints to your personal account manager.

## **4. Unavailability of the Avenell Club and other benefits**

If the Club determines, under clause 14 of the Terms and Conditions, that all or any part of the Avenell Club is unavailable for a Match, the Club will use reasonable endeavours to provide you and/or Avenell Club Ticket Holders during any such period of unavailability, with a suitable alternative dining option elsewhere in the Ground, the location of each of which will be

determined by the Club and which, subject to availability, will be as reasonably comparable as possible to the Avenell Club. Where the Club is not able to provide you and/or Avenell Club Ticket Holders with such alternative dining, you will be entitled to a refund in respect of the relevant Match(es), the amount of such refund and, the form and timing thereof, to be determined by the Club acting reasonably.