

## The Avenell Club Advance Purchase Scheme for 2021/22 Season: Terms and Conditions

### 1. Definitions

#### 1.1. For the purposes of these terms and conditions:

- “Applicable Law”** means: all laws, statutes, regulations, edicts, bye-laws, codes of conduct and guidelines, whether local, national, international or otherwise existing to which the Club and/or you is/are subject and which is/are relevant to the Club and/or your rights or obligations under these terms and conditions (as the case may be);
- “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 is/are required to comply with from time to time;
- “Avenell Club Member”** means: an individual or entity that has purchased an EM Single Year Membership, an EM Three Year Membership, an NM Single Year Membership or an EM Three Year Membership, as the case may be;
- “Box Level Member”** means: an individual or legal entity who is a box-holder at the Stadium;
- “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;
- “COVID-19”** means: the coronavirus disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) known as COVID-19 and/or any variations or mutations thereof;
- “COVID Event”** means: the COVID-19 pandemic and/or any variations or mutations thereof, and/or any other epidemics or pandemics;
- “Diamond Club Member”** means: an individual or legal entity who is a member of the Club’s Diamond Club Membership scheme;
- “Existing Member”** or **“EM”** means: an individual or legal entity who is currently a Box Level Member and/or Platinum Member and/or Diamond Club Member;
- “Football Authority”** means: the FA Premier League, 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;
- “New Member”** or **“NM”** means: an individual or legal entity who is not currently a Box Level Member or a member of any of the Club’s other membership schemes;
- “Platinum Member”** means: an individual who is a member of the Club’s Platinum Membership scheme;
- “Reduced Capacity Match”** means: a match which the Club holds at the Stadium with a reduced spectator capacity due to a COVID Event;
- “Single Year Member”** means: an Avenell Club Member who has an EM Single Year Membership or an NM Single Year Membership;

- “Stadium”** means: the stadium at Hornsey Road, London N7 7AJ known at the date of these terms and conditions as the Emirates Stadium;
- “The Avenell Club”** means: the box-level dining area of the Stadium known as the “The Avenell Club”; and
- “Three Year Member”** means: an Avenell Club Member who has purchased an EM Three Year Membership or an NM Three Year Membership.

## 2. How The Avenell Club Advance Purchase Scheme works

### 2.1. Subject to these terms and conditions:

#### 2.1.1. an Existing Member may purchase:

- (i) a pair of seats (or multiple pairs of seats) in the Stadium with access to The Avenell Club for the 2021/22 season (an **“EM Single Year Membership”**); or
- (ii) a pair of seats (or multiple pairs of seats) in the Stadium with access to The Avenell Club for the 2021/22, 2022/23 and 2023/24 seasons (an **“EM Three Year Membership”**);

#### 2.1.2. a New Member may purchase:

- (i) a pair of seats (or multiple pairs of seats) in the Stadium with access to The Avenell Club for the 2021/22 season (an **“NM Single Year Membership”**); or
- (ii) a pair of seats (or multiple pairs of seats) in the Stadium with access to The Avenell Club for the 2021/22, 2022/23 and 2023/24 seasons (an **“NM Three Year Membership”**).

2.2 To purchase an EM Single Year Membership, an Existing Member must pay a deposit of 25% of the total purchase price due in respect of the seats for the 2021/22 season. The Existing Member must pay the deposit to the Club within fourteen (14) days of being invoiced by the Club.

2.3 To purchase an EM Three Year Membership, an Existing Member must pay a deposit of 25% of the total purchase price due in respect of the seats for the 2021/22 season. The Existing Member must pay the deposit to the Club within fourteen (14) days of being invoiced by the Club.

2.4 To purchase an NM Single Year Membership, a New Member must pay a deposit of 25% of the total purchase price due in respect of the seats for the 2021/22 season. The New Member must pay the deposit to the Club within fourteen (14) days of being invoiced by the Club.

2.5 To purchase an NM Three Year Membership, a New Member will be required to pay a deposit of 25% of the total purchase price due in respect of the seats for the 2021/22 season. The New Member must pay the deposit to the Club within fourteen (14) days of being invoiced by the Club.

2.6 Each of the deposits referred to in paragraphs 2.2 – 2.5 of these terms and conditions shall hereinafter be referred to as the **“Deposit”**. The Deposit is non-refundable save as provided in paragraph 2.12(iii) below. The Deposit will not be returned and Avenell Club membership will be revoked should an Avenell Club Member fail to make payment of the relevant balance owing as specified in paragraph 3 below.

2.7 The Deposit shall be redeemable against the cost of the Avenell Club Member’s seat(s) for all matches during the 2021/22 season save where, due to a COVID Event, the Club elects to sell Avenell Club seat(s) for Reduced Capacity Matches on a match-by-match basis. If the Club does not apply the Deposit against the cost of the seat(s) for any Reduced Capacity Match which the relevant Avenell Club Member is awarded by ballot, the relevant Avenell Club Member will be required to pay separately for the cost of the seat(s) for such Reduced Capacity Match in accordance with the relevant ticket terms and conditions applicable to that match.

- 2.8 Upon payment of the applicable Deposit, an Avenell Club Member will be able to select their preferred seats in a designated section of the Stadium, subject in each case to availability and to the Club's absolute discretion. Once an Avenell Club Member has selected their preferred seats, the Avenell Club Member will not be able to change their selection or cancel their request.
- 2.9 Following completion of the season ticket renewal period for the 2021/22 Season, the Club will allocate the exact location of the Avenell Club Member's seat(s), subject to availability. Seat(s) will be allocated on a chronological basis, by reference to the date Avenell Club Members paid their Deposit (the "**Avenell Club Deposit List**").
- 2.10 Avenell Club Members will be required to accept the exact location of the seat(s) allocated to them on receipt of the booking confirmation from the Club. Avenell Club Members will not be permitted to request deferral of taking up their seats to a later season. Seat(s) moves for the 2021/22 Season will not be permitted once the booking has been confirmed. Seat moves for subsequent seasons covered by EM Three Year Memberships and NM Three Year Memberships may be possible, subject in each case to availability and to the Club's absolute discretion.
- 2.11 Upon receipt of the booking confirmation from the Club pursuant to paragraph 2.10 above, the Avenell Club Member will become entitled to the full Avenell Club membership benefits for matches during the 2021/22 Season and will be required to: (i) pay the balance owing for the cost of the seat(s) when requested by the Club as specified in paragraph 3 below; and (ii) comply with such membership and/or ticketing terms and conditions as shall apply to the seat(s) and the Club's Ground Regulations from time to time, as notified to you or published on [www.arsenal.com](http://www.arsenal.com) or displayed at the Stadium (including, without limitation) all requirements of Applicable Law, Applicable Football Regulation and the Club relating to a COVID Event, including any spectator codes of conduct.
- 2.12 If, following completion of the season ticket renewal period for the 2021/22 Season, the Club is not able to offer any seat(s) to an Avenell Club Member, that member will be offered the opportunity to either:
- (i) purchase seats in an alternative pricing location at the corresponding price, subject to availability; or
  - (ii) retain their chronological place on the Avenell Club Deposit List (in order to receive priority access for subsequent seasons and that member's Deposit will be retained and be redeemable against any future purchases); or
  - (iii) receive a full refund of the Deposit.
- 2.13 By paying the applicable Deposit, an Avenell Club Member accepts these terms and conditions.
- 2.14 Avenell Club Members must ensure that the Club has in its possession their up-to-date contact details, including e-mail address.

### **3. Payment**

- 3.1 Upon receipt of the booking confirmation from the Club pursuant to paragraph 2.10 above, Single Year Members will be required to pay to the Club the relevant balance owing for the cost of the seats for the 2021/22 season within seven (7) days of being invoiced by the Club.
- 3.2 Upon receipt of the booking confirmation from the Club pursuant to paragraph 2.10 above, Three Year Members will be required to pay to the Club:
- (i) the relevant balance owing for the cost of the seats for the 2021/22 season within seven (7) days of being invoiced by the Club;
  - (ii) the relevant sum owing for the seats for the 2022/23 season within seven (7) days of being invoiced by the Club during the Club's membership renewal period in 2022; and
  - (iii) the relevant sum owing for the seats for the 2023/24 season within seven (7) days of being invoiced by the Club during the Club's membership renewal period in 2023.

#### **4. Revocation**

4.1 In the event that an Avenell Club Member:

- (i) fails to pay the balance owing for the cost of the seat(s) when requested by the Club; and/or
- (ii) breaches any terms and conditions issued by the Club from time to time that are applicable to the Avenell Club Member (including, but not limited to, these terms and conditions, any applicable membership and/or ticketing terms and conditions, the Club's Ground Regulations and/or any restrictions or requirements from time to time imposed by Applicable Law, Applicable Football Regulation or the Club in relation to a COVID Event); and/or
- (iii) becomes, or is, subject to any banning orders whereby the Avenell Club Member is prohibited from attending football matches,

the Club may, at its sole discretion, revoke the seats and no refunds will be payable. The Club will notify any such Avenell Club Member who has breached these provisions of its decision in writing no later than thirty (30) days after any necessary revocation.

#### **5. Miscellaneous**

- 5.1 Without prejudice to the provisions of paragraph 5.3 below, the Club shall not be in breach of, or be deemed to be in breach of, any provision of these terms and conditions if it fails to perform any of its obligations under these terms and conditions by reason of any fact, matter or circumstance which is outside the reasonable control of the Club. As a result of the COVID-19 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 or Applicable Football Regulation in relation to a COVID Event. In the event of any 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
- 5.2 The Club shall not be liable to the Avenell Club Members, whether in contract, tort or otherwise, for any indirect, special or consequential loss or damage, or for any loss of profit or revenue, loss of use or enjoyment, loss of business or contracts, or loss of opportunity. The aggregate liability of the Club to each Avenell Club Member in connection with these terms and conditions, whether in contract or tort, including negligence, or in any other way, shall not exceed the aggregate amount of the Deposit paid by that Avenell Club Member as at the relevant date.
- 5.3 Notwithstanding any other provision of these terms and conditions, the Club does not seek to exclude or limit its liability for death or personal injury caused by the negligence of any of its officers, employees or agents.
- 5.4 The Club reserves the right to cancel or vary The Avenell Club Advance Purchase Scheme and/or vary these terms and conditions at any time and at its sole discretion.
- 5.5 Please note that these terms and conditions are governed by English law. This means that an Avenell Club Member's contract with the Club to purchase the seats and any dispute or claim arising out of or in connection with it (including in relation to any non-contractual disputes or claims) will be governed by English law. The courts of England and Wales will have exclusive jurisdiction in connection with any such dispute or claim.