

**TERMS AND CONDITIONS OF THE AVENELL CLUB ADVANCE PURCHASE SCHEME**  
**FOR 2023/24 SEASON**

**1. Definitions**

1.1. For the purposes of these terms and conditions:

**“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 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;

**“Seat(s)”** means the Avenell Club Member’s seat(s) in the Stadium with access to The Avenell Club;

**“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:

2.1.1.1. a pair of seats (or multiple pairs of seats) in the Stadium with access to The Avenell Club for the 2023/24 Season (an **“EM Single Year Membership”**); or

2.1.1.2. a pair of seats (or multiple pairs of seats) in the Stadium with access to The Avenell Club for the 2023/24, 2024/25 and 2025/26 Seasons (an **“EM Three Year Membership”**);

2.1.2. a New Member may purchase:

2.1.2.1. a pair of seats (or multiple pairs of seats) in the Stadium with access to The Avenell Club for the 2023/24 Season (an **“NM Single Year Membership”**); or

2.1.2.2. a pair of seats (or multiple pairs of seats) in the Stadium with access to The Avenell Club for the 2023/24, 2024/25 and 2025/26 Seasons (an **“NM Three Year Membership”**).

2.2. To purchase an EM Single Year Membership, an Existing Member must pay a non-refundable deposit of 25% of the total purchase price due in respect of the seats for the 2023/24 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 non-refundable deposit of 25% of the total purchase price due in respect of the seats for the 2023/24 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 non-refundable deposit of 25% of the total purchase price due in respect of the seats for the 2023/24 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 non-refundable deposit of 25% of the total purchase price due in respect of the seats for the 2023/24 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**”.
- 2.7. The relevant Deposit shall be redeemable against the cost of the Seat(s) for all matches during the 2023/24 Season save where, due to a COVID Event, the Club elects to sell the 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 such Reduced Capacity Matches which the relevant Avenell Club Member is allocated, the relevant Avenell Club Member will be required to pay separately for the cost of the Seat(s) for such Reduced Capacity Matches 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 the 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 the relevant seats, the Avenell Club Member will not be able to move the location of such seats for the 2023/24 Season. 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.
- 2.9. By paying the applicable Deposit, an Avenell Club Member accepts these terms and conditions.
- 2.10. Avenell Club Members must ensure that the Club has in its possession their up-to-date contact details, including e-mail address.
- 2.11. The Deposit is non-refundable and will not be returned should an Avenell Club Member fail to make payment of the relevant balance owing as specified in paragraph 3 below.
- 2.12. Avenell Club Members will not be permitted to request deferral of taking up their seats to a later season.
- 2.13. By making payment of a Deposit in accordance with these terms and conditions, you agree to adhere to and comply with all requirements of Applicable Law, Applicable Football Regulation and the Club relating to a COVID Event, including any spectator codes of conduct.

### **3. Payment**

- 3.1. Once a Single Year Member has selected their seats (subject to paragraph 2.8 of these terms and conditions), that Single Year Member will be required to pay to the Club the relevant balance owing for the cost of the seats for the 2023/24 Season within seven (7) days of being invoiced by the Club.
- 3.2. Once a Three Year Member has selected their seats (subject to paragraph 2.8 of these terms and conditions), that Three Year Member will be required to pay to the Club:
  - 3.2.1. the relevant balance owing for the cost of the seats for the 2023/24 Season within seven (7) days of being invoiced by the Club;
  - 3.2.2. the relevant sum owing for the seats for the 2024/25 Season within seven (7) days of being invoiced by the Club during the Club’s membership renewal period in 2024; and

3.2.3. the relevant sum owing for the seats for the 2025/26 season within seven (7) days of being invoiced by the Club during the Club's membership renewal period in 2025.

#### **4. Revocation**

4.1. Each Avenell Club Member hereby agrees to comply at all times with such membership and/or ticketing terms and conditions as shall apply to that Avenell Club Member and the Club's Ground Regulations from time to time, as notified to the Avenell Club Member or published on [www.arsenal.com](http://www.arsenal.com) or displayed at the Stadium.

4.2. In the event that an Avenell Club Member:

4.2.1. 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

4.2.2. 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, 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.