

# TERMS AND CONDITIONS OF THE EXECUTIVE BOX WAITING LISTS

(Edition: January 2023)

## 1. Definitions

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

**“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;

**“Deposit”** has the meaning given in paragraph 2.3;

**“Licence Fee”** means the fee paid by you to the Club pursuant to an Executive Box Licence Agreement;

**“Executive Box Licence Agreement”** means the contract executed between you and the Club pursuant to which the Club grants you access to an executive box at Emirates Stadium;

**“Official Partner”** means any third party that has been granted sponsorship rights by the Club and which is entitled to use the designation “Official Partner of Arsenal Football Club”;

**“Player”** means any member of the Club’s men’s or women’s squad from time to time;

**“Prospective Box Holder”** and **“You”** shall have the meaning given in paragraph 2.2; and

**“West Stand”, “East Stand”, “North Bank”** and **“Clock End”** mean the stands of Emirates Stadium as specified in the diagram at the end of these Terms and Conditions.

## 2. How the Executive Box Waiting Lists work

### 2.1 There are four Executive Box Waiting Lists (as specified below) and you must select which of the following you wish to be on the waiting list for:

**Tier 1:** 15 seat executive box in the West Stand or East Stand;

**Tier 2:** 12 seat executive box in the West Stand or East Stand;

**Tier 3:** 15 seat executive box in the North Bank or Clock End; and

**Tier 4:** 12 seat executive box in the North Bank or Clock End.

### 2.2 You will be asked to confirm which Executive Box Waiting List you have selected and to provide the following information in respect of the individual or entity which will enter into an Executive Box Licence Agreement with the Club should you accept an Executive Box Offer (the **“Prospective Box Holder”** or **“You”**): contact name and contact details, registered company name, registered company number, registered company address.

### 2.3 Once you have provided the information specified at paragraph 2.2, the Club shall be entitled to conduct any such financial due diligence (including but not limited to reviewing credit reports) in relation to the Prospective Box Holder as it deems appropriate. Provided that the Club, acting in its sole discretion, is satisfied with any such financial due diligence, the Prospective Box Holder shall be required to pay a £1,000 (one thousand pounds) deposit per box to join the relevant Executive Box Waiting List (**“Deposit”**). Subject to paragraph 4.3, the Deposit is non-refundable. The Deposit shall be redeemable against the Licence Fee for the first year of any Executive Box Licence Agreement.

- 2.4 The Club shall be entitled to refuse to place any Prospective Box Holder on the Executive Box Waiting Lists in the event that: the Club is not satisfied with any relevant financial due diligence relating to the Prospective Box Holder; the Prospective Box Holder has previously breached the terms of any other agreement with the Club or any Club terms and conditions applicable to them; or the Prospective Box Holder is or becomes subject to any banning orders whereby they are prohibited from attending football matches.
- 2.5 Upon receipt of the Deposit by the Club, the Prospective Box Holder will be placed on the relevant Executive Box Waiting List and will be allocated a waiting list reference number to indicate their place on the relevant Executive Box Waiting List.
- 2.6 Subject to paragraphs 2.8 and 2.9, each Executive Box Waiting List shall be operated on a first come, first served basis based on your allocated waiting list reference number.
- 2.7 The Club shall be entitled to reserve any number of executive boxes for Official Partners, Players and existing holders of executive boxes and you hereby acknowledge that the allocation of executive boxes to such Official Partners, Players and existing holders of executive boxes shall take precedence over the Executive Box Waiting List.
- 2.8 During the period which the Prospective Box Holder is on the Executive Box Waiting List, You are entitled to request a transfer to a 'higher tier' of Executive Box Waiting List (as per the tiers specified at paragraph 2.1) in which case the Prospective Box Holder will be transferred to the point on the 'higher tier' list that would have been reached had it been placed on the 'higher tier' list on the date it originally joined an Executive Box Waiting List. For the avoidance of doubt, a Prospective Box Holder is not entitled to be transferred to a lower tier Executive Box Waiting List at any time.
- 2.9 By paying the Deposit to the Club, You accept the terms and conditions set out herein.
- 2.10 You must ensure that the Club has your up-to-date contact details whilst you are on the Executive Box Waiting List. To update your contact details, please contact the Club via [hospitality@arsenal.co.uk](mailto:hospitality@arsenal.co.uk).

### **3. Executive Box Licence Agreement**

- 3.1 If you reach the top of the relevant Executive Box Waiting List, the Club shall be entitled to conduct any such financial due diligence (including but not limited to reviewing credit reports in respect of the Prospective Box Holder) as it deems appropriate. Provided that the Club, acting in its sole discretion, is satisfied with any such financial due diligence, you will be contacted using the contact details which you have provided to the Club in accordance with paragraph 2.2 and you will be given the opportunity to enter into an Executive Box Licence Agreement in respect of the relevant tier of executive box for a fixed term of three years (to commence on such date and in such season as shall be specified by the Club) and you will be notified of the applicable Licence Fee ("**Executive Box Offer**") in relation to which the Deposit shall be redeemable against the Licence Fee for the first year of the Executive Box Licence Agreement.
- 3.2 You must sign the Executive Box Licence Agreement before the deadline specified in the Executive Box Offer notification (which shall be determined by the Club in its absolute discretion).
- 3.3 Upon executing the Executive Box Licence Agreement, you will be removed from the Executive Box Waiting List. Should the Club terminate the Executive Box Licence Agreement for any reason, you shall not be entitled to be reinstated on the Executive Box Waiting List.

- 3.4 You are not entitled to defer taking up an Executive Box Offer to a later date than the date specified by the Club in the relevant Executive Box Offer.

#### **4. Removal from the Executive Box Waiting List**

- 4.1 The Club shall be entitled to remove you from the Executive Box Waiting List in the event that:

- 4.1.1 you do not respond to the Executive Box Offer by the deadline specified in the Offer Notification;
- 4.1.2 you decline the Executive Box Offer before the deadline specified in the Executive Box Offer;
- 4.1.3 You do not enter into an Executive Box Licence Agreement for any reason;
- 4.1.4 you breach the terms of any other agreement that you may have with the Club or any Club terms and conditions applicable to you;
- 4.1.5 you are or become subject to any banning orders whereby you are prohibited from attending football matches; or
- 4.1.6 you wish to be removed from the Executive Box Waiting List and have notified the Club of your request to be removed by emailing [hospitality@arsenal.co.uk](mailto:hospitality@arsenal.co.uk).

- 4.2 The Deposit is non-refundable and if you are removed from the Executive Box Waiting List for any reason listed under paragraph 4.1, you shall not be entitled to a refund of the Deposit.

- 4.3 If the Club is not able to make an Executive Box Offer to you for your selected Tier by 1 September 2026, you will be offered the opportunity to either:

- 4.3.1 retain your chronological place on the Executive Box Waiting List (in which case your Deposit will be retained and will be redeemable against the Licence Fee for the first year of any Executive Box Licence Agreement); or
- 4.3.2 leave the Executive Box Waiting List and receive a full refund of the Deposit.

#### **5 General**

- 5.1 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.

- 5.2 The Club shall not be liable to you, 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 you 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 you 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 the Executive Box Waiting List process at any time and at its sole discretion in which case you will receive a full refund of the Deposit.

- 5.5 The personal data which you provide to the Club for the purposes of the Club Level Priority Waiting List shall be processed in accordance with the Club's privacy policy, is available at [www.arsenal.com/privacy-policy](http://www.arsenal.com/privacy-policy).

5.6 These terms and conditions are governed by, and shall be construed in accordance with, English law. The parties agree that the Courts of England have exclusive jurisdiction to settle any dispute arising in connection with these terms and conditions and the parties submit to the exclusive jurisdiction of the English courts.