

THE AVENELL CLUB WAITING LIST TERMS AND CONDITIONS

(edition: August 2024)

1. How The Avenell Club Waiting List works

1.1 To join the waiting list for a pair of Avenell Club Seats (or multiple pairs of Avenell Club Seats) (“**The Avenell Club Waiting List**”), you will be required to:

1.1.1 specify how many pairs of Avenell Club Seats you wish to apply for; and

1.1.2 pay a deposit of twenty-five percent (25%) of the current price (inclusive of VAT) for each pair of Avenell Club Seats you wish to apply for (the “**Deposit**”).

1.2 The Deposit is non-refundable (save as provided in paragraph 3.2 below) and must be paid to the Club within fourteen (14) days of being invoiced by the Club.

1.3 By paying the Deposit to the Club, you accept these terms and conditions.

1.4 Once the Deposit is paid, you will not be able to reduce the number of Avenell Club Seats you wish to apply for or cancel your request.

1.5 Following completion of The Avenell Club membership renewal period each season, the Club will offer any available Avenell Club Seats to members of The Avenell Club Waiting List on a ‘first come, first served’ basis by reference to the date customers paid their Deposit. Once you reach the top of The Avenell Club Waiting List, and the number of pairs of Avenell Club Seats you have requested is available, you will be contacted by the Club with details of the Avenell Club Seats that are available for you to purchase (“**Purchase Offer Notification**”). The exact location of the Avenell Club Seats offered to you in The Avenell Club will be determined by the Club in the Club’s absolute discretion.

1.6 You must ensure that the Club has your up-to-date contact details, while you are on The Avenell Club Waiting List. To update your contact details, please contact the Club via <https://help.arsenal.com/support/tickets/new>. The Club shall not be responsible for any missed communications that are a result of your failure to keep your contact details up to date.

1.7 Unfortunately joining The Avenell Club Waiting List does not give you any entitlement to match tickets nor does it guarantee you Avenell Club Seats. If you want access to match tickets before you become entitled to purchase Avenell Club Seats pursuant to paragraph 1.5 above, we advise that you purchase tickets via the Club website. More information about purchasing tickets on a match-by-match basis can be found at <https://www.arsenal.com/tickets> (and separate terms & conditions will apply).

2. Purchase of Avenell Club Seats

2.1 If you wish to accept the Purchase Offer Notification, you must respond and complete the purchase of such Avenell Club Seats before the deadline specified in your Purchase Offer Notification (the “**Deadline**”).

2.2 If you accept the Purchase Offer Notification before the Deadline, the full price of such Avenell Club Seats for the relevant season will become due and payable (minus the Deposit already paid). Upon payment, you will become entitled to The Avenell Club membership benefits in respect of the relevant Avenell Club Seats for

the relevant season subject to the relevant ticketing and membership terms and conditions and the Club's Ground Regulations from time to time, as notified to you or published on the Club's website at <https://www.arsenal.com/ticket-terms-conditions-other>.

3. Removal from The Avenell Club Waiting List

3.1 If you:

3.1.1 decline the Purchase Offer Notification;

3.1.2 do not accept the Purchase Offer Notification before the Deadline; or

3.1.3 breach the terms of any other agreement that you may have with the Club, or any Club terms and conditions applicable to you, or if you are, or become, subject to any banning orders whereby you are prohibited from attending football matches,

the Club may, at its sole discretion, remove you from The Avenell Club Waiting List. The Club will notify you of this decision in writing no later than 30 (thirty) days after you are removed from The Avenell Club Waiting List. If you are removed from The Avenell Club Waiting List for any reason listed under this paragraph 3.1, you will not be entitled to any refund of the Deposit. You can appeal the Club's decision to remove you from the The Avenell Club Waiting List in writing within 21 (twenty-one) days of the date of the decision. You must submit your appeal in writing by email to appeals@arsenal.co.uk, including the reason for the appeal and attaching any documents that you wish the Club to consider.

3.2 If the Club is not able to offer you the number of pairs of Avenell Club Seat(s) you have requested before the start of the 2027/28 season, you will be offered the opportunity to either:

3.2.1 retain your chronological place on The Avenell Club Waiting List (so that you will receive priority access for subsequent seasons and your Deposit will be retained and be redeemable against any future purchases); or

3.2.2 leave The Avenell Club Waiting List and receive a full refund of the Deposit.

4. Miscellaneous

4.1 Information about how the Club handles personal data is available at www.arsenal.com/privacy-policy.

4.2 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 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. For the avoidance of any doubt, 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.

4.3 Without prejudice to the provisions of paragraph 4.4, 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.

- 4.4 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.
- 4.5 Notwithstanding any provision in these Terms and Conditions, neither the Club nor any Club Group Company seeks to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by the Club's negligence of the Club or any Club Group Company or the negligence of any of their 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.
- 4.6 The Club reserves the right to cancel or vary The Avenell Club Waiting List process at any time and at its sole discretion.
- 4.7 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 out of or in connection with these terms and conditions.

5. Definitions

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 Seats" means a season ticket entitling you to admission to The Avenell Club to watch Matches at the Stadium;

"Club" means The Arsenal Football Club Limited, 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 Limited, 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.

"Competitions" means the Premier League, 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 and the UEFA Europa Conference League.

“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.

“Match” means all home football matches to be played by the Men’s First Team at the Stadium during the relevant season in any of the Competitions. For the avoidance of doubt, a **“Match”** does not include: (i) any Women’s First Team match played at the Stadium; (ii) any semi-final or final (or replay thereof) played at the Stadium in any of the Competitions (whether or not the Men’s First Team plays in such match) where the reason that such match is being played at the Stadium is that the Stadium 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 Men’s First Team, the Women’s First Team or otherwise.

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

“Stadium” means the stadium at Hornsey Road, London N7 7AJ known at the date of these terms and conditions as ‘Emirates Stadium’.

“The Avenell Club” means the box-level dining area of the Stadium known as the **“The Avenell Club”**.

“Women’s First Team” means the Club’s women’s first XI.