

SEASON TICKET 2017-18 TERMS & CONDITIONS OF USE

I Issue of Season Ticket

- 1.1 The issue of a Season Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Use.
- 1.1 Season Tickets are for the exclusive use of supporters of the Club only. By applying for a Season Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club.

2 Membership

- 2.1 The purchase of a Season Ticket is conditional upon you being a member of Newcastle United Football Club as per clause 2.2 below.
- 2.2 Newcastle United Football Club has two official membership schemes for which eligibility is dependant on your age at the date that you apply to become a member as stated below:
- 2.2.1 Supporters aged 18 years and over on 1 September 2017 are eligible for membership of the Official Club Membership scheme. Official Club Membership incurs an annual membership fee of thirty five pounds (£35) plus postage and packaging.
- 2.2.2 Supporters under the age of 18 on 1 September 2017 are eligible for membership of the Magpies membership scheme. Membership of the Magpies incurs an annual membership fee of twenty pounds (£20) plus postage and packaging.
- 2.3 Payment of the membership fee will be added to the Season Ticket fee and divided into equal payments in accordance with the payment plan agreed between the Parties.
- 2.4 There will be no charge for membership of the Magpies scheme for supporters under the age of 18 on 1 September 2017 who wish to purchase a Season Ticket at the same time as applying for their Magpies membership.
- 2.5 Membership fees are subject to an annual review by the Club.
- 2.6 Your membership subscription will run for the season, starting from date of purchase.
- 2.7 The Club shall not be liable to refund any difference in the membership fee should you purchase a Club Membership (Adult or Magpies) and subsequently buy a season ticket during the period that your Club Membership is valid.
- 2.8 The Club reserves the right, at its sole discretion, to reject any Club Membership or Season Ticket application.

3. Admission to the Ground

- 3.1 Use of a Season Ticket constitutes acceptance of the Terms & Conditions of Use.

- 3.1.0 "Entry on to the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse is an offence under the Football (Offences) Act 1991 and is strictly prohibited. If you do so you will face being arrested, prosecuted and banned from the stadium and if the Club suffers any loss as a result, including but not limited to any fines imposed by FIFA, UFFA, The Football Association, The Premier League and The Football League, you will be liable to pay the Club a sum equal to the Club's loss plus the Club's legal costs."
- 3.2 A Season Ticket permits you to occupy at the Match the seat indicated on the Season Ticket or such other alternative seat of equal price as the Club may, from time to time, allocate to you at its reasonable discretion.
- 3.3 The Club reserves the right to refuse admission to, or eject from the Ground any person who fails to comply with:
- 3.3.1 the Terms & Conditions of Use;
- 3.3.2 such statutes and regulations governing the use of the Company's premises or such other premises at which the services the subject of this Agreement are provided, whether made by Central or Local Government or a licensing authority or otherwise including but not limited to the Football Spectators Act 1978, the Sporting Events (Control of Alcohol) Act 1975 and the Football Offences Act 1981 (all as may be amended from time to time);
- 3.3.3 such reasonable regulations as the Company, or the owners of any other premises at which the services subject of this Agreement are provided, may from time to time make governing the use of the Company's premises provided that such regulations are available for inspection by the Customer;
- 3.3.4 any and all instructions of any steward or officer of the Company's and/or police officer;
- 3.3.5 the rules, regulations and by-laws of FIFA, UEFA, The Football Association, The Premier League, The Football League and NUFC in respect of the relevant competition and NUFC Ground Regulations;
- 3.4 Nothing in these Terms & Conditions of Use shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent season.
- 3.5 You are advised to occupy your seat at least thirty minutes prior to kick-off. Please contact a Steward if you have any query regarding your seat. The Club's policy is to take such legal action as it deems appropriate against any persons found attempting to gain access to the Ground under false pretences.
- 3.6 Save as set out in clause 3.7 below, you shall not bring into (or use within) the

Stadium any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audiovisual material or any information or data in relation to a Match or any aspect of it.

- 3.7 Mobile telephones are permitted within the Stadium, provided that they are used for personal and private use only and not for recording or transmitting any data in relation to any aspect of a match in the Stadium.
- 3.8 Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the Stadium any sponsorship, promotional or marketing materials.
- 3.9 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product or any promotional literature of any nature.

4 Use of Season Ticket

- 4.1 Season Tickets are issued for your sole use and you shall not resell, assign or (save as set out in clause 4.2 below) transfer or lend the Season Ticket or the benefit of it to any other person without the prior written consent of the Club. The reference to reselling the Season Ticket includes reference to offering to sell a Season Ticket, exposing a Season Ticket for sale, making a Season Ticket available for sale by another and advertising that a Season Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Season Ticket may not be offered as a prize in any promotion or competition nor transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another good or service, or used for any other commercial purpose, save as expressly authorised by the FAPL, the EFL or the Club.
- 4.2 You may only resell or transfer the Season Ticket to a Guest with the express written consent of the Club given at the Club's absolute discretion. No such resale or transfer will be permitted except where the same takes place in respect of an individual match and in consideration of no payment or benefit in excess of the face value of a ticket to that Match and such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such resale or transfer to any Guest is hereby provided to be subject to the Terms and Conditions of Use and clause 3.3 above which will (save for any rights to transfer under this clause) apply to that Guest as if he/she was the original purchaser of the Season Ticket (and you must inform the Guest of this).
- 4.3 The unauthorised sale or disposal of tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that

- Season Tickets are being sold illegally and will press charges to be brought against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed a ticketing offence, we will notify the FAPL and EFL who may in turn notify other FAPL and/or EFL Clubs and/or the UK Football policing Unit. The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticketing offences and disorder at matches.
- 4.4 The Season 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 Season Ticket at any time.
- 4.5 Any Season Ticket obtained or used in breach of the Terms & Conditions of Use shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Misuse of this Season Ticket may result in the holder being refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation and withdrawal of this Season Ticket. In the event of any cancellation and withdrawal in accordance with this clause 4.5, no refund shall be payable to the holder in respect of any unexpired portion of the Season Ticket. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorized use of the Season Ticket.
- 4.6 The Club shall not be liable for stolen or counterfeit tickets purchased through unauthorised sources and reserves the right to refuse admission.
- 4.7 The Company reserves the right not to accept any ticket that is unreadable due to mutilation of any kind.
- 4.8 Season Ticket holders are awarded one point per away game attended. If a Season Ticket is lapsed for one or more season then all previous points accrued on that supporter number will be removed and are strictly non transferrable.
- 5 Changes to Dates, Refunds & Exchanges**
- 5.1 All fixtures are subject to change. No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Your Season Ticket will enable you to attend the re-arranged Match.
- 5.2 In the event of postponement or abandonment of the Match (or if the Match has, for any reason, to be played out of view of the public) subsequent detail will be posted on www.nufc.co.uk. The club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 5.3 Season Ticket purchases are non refundable and no refunds can be made in respect of any matches not attended for any reason whatsoever. It is the responsibility of the Season Ticket holder to ensure that they are aware of the correct dates and kick off times of all fixtures.
- 6 Lost or Stolen Season Tickets**
- 6.1 In order to gain admission to the Ground the Season Ticket must be presented at every Match.
- 6.2 For safety reasons and to avoid congestion, please use the turnstile number(s) printed on the Season Ticket.
- 6.3 In the event that you forget your Season Ticket in respect of any individual Match, the Club shall not be obliged to admit you or issue any other form of ticket for that Match. If a match-day duplicate ticket is issued, the Club may require payment of a non-refundable administration charge.
- 6.4 The Club cannot accept any responsibility for a lost or stolen Season Ticket. If you lose your Season Ticket please report this to the Police and to the Newcastle United Box Office immediately. The Club reserves the right not to accept requests for replacement or forgotten, lost or misplaced Season Tickets. If, in the Club's opinion, a Season Ticket is irreparably lost, stolen or destroyed, a duplicate Season Ticket may be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge. Only one duplicate Season Ticket will be issued to you per season and you will be required to sign a document confirming that the original Season Ticket is irreparably lost, stolen or destroyed and indemnifying the Club against any direct or indirect consequences of such matter having been falsely represented or stated to the Club. Applications for the issue of a duplicate Season Ticket cannot be made on the day of a Match.
- 7 Change of Address**
- 7.1 If you change your address during the season you must notify the Club as soon as reasonably practicable. You may do so by either writing to the Box Office, Newcastle United Football Club, St James Park, Newcastle upon Tyne, NE1 4ST or by calling 0844 372 1892 (+44 870 444 1892 for non UK customers.) or email boxoffice@nufc.co.uk
- 8 Cancellation & Withdrawal of Season Ticket**
- 8.1 Without prejudice to any other remedies it may have, the Club shall have the right to eject an offender and to cancel and withdraw your Season Ticket for any serious or persistent breach of these Terms & Conditions of Use or clause 3.3 above. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Season Ticket. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms & Conditions of Use:
- 8.1.1 smoking in designated non-smoking areas;
- 8.1.2 persistent standing in seated areas whilst the Match is in progress;
- 8.1.3 sale or transfer (save as permitted) of this Season Ticket to any person for one or more matches;
- 8.1.4 deliberate misuse of the Season Ticket;
- 8.1.5 the supply of any misleading or incorrect information in any application;
- 8.1.6 persistent swearing during one or more Match;
- 8.1.7 the throwing of any object within the Ground without lawful authority or excuse;
- 8.1.8 the chanting of anything of an indecent, racist, sexist or homophobic nature or discriminatory comments directed towards people with a disability;
- 8.1.9 any misrepresentation in relation to clause 1.2;
- 8.1.10 breach of the terms of any Membership;
- 8.1.11 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of this Season Ticket;
- 8.1.12 any offence under the Football Spectators Act 1989; the Sporting Events (Control of Alcohol Act) 1985; the Football Offences Act 1991; any other criminal offence in or near the Ground or being subject to a Banning Order under the Football Disorder Act 2000 (all as may be amended from time to time);
- 8.1.13 spitting or adopting unruly, inappropriate, offensive or illegal behaviour;
- 8.1.14 behaviour likely to cause damage, injury, nuisance or annoyance or for failure to comply with the reasonable requests of Club officials.
- 8.2 In the event that your Season Ticket is withdrawn or cancelled the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying for any Match ticket or season ticket at its discretion.
- 9 Concessionary Rates**
- 9.1 In order to qualify for a concessionary Season Ticket rate you must fulfil the following criteria:
- 9.1.1 A junior Season Ticket concession is available to anybody under the age of 18

on 1 September 2017. Proof of date of birth (e.g. a birth certificate) is required for all new season ticket applications.

9.1.2 A young person's Season Ticket concession is available to anybody over the age of 18 and under the age of 21 on 1 September 2017. Proof of date of birth (e.g. a birth certificate) is required for all new season ticket applications. These 18-21 concessions will only be available within the Category 3 seating locations.

9.1.3 A student Season Ticket concession is available to all full time students in possession of a valid National Union of Student identification card or another form of identification. Proof must be shown each season.

9.1.4 A senior citizen Season Ticket concession is available to anybody over the age of 65 on 1 September 2017. Proof of date of birth (e.g. a birth certificate) is required for all new season ticket applications.

9.1.5 Applicants who apply for a disabled Season Ticket concession can be required to provide supporting information. If a disabled person requires the assistance of an attendant, that attendant will be admitted free of charge for the sole purpose of giving assistance to the disabled person and does not infer any right to attend matches without the disabled person. If the concession is under 13, the carer must also pay full price.

9.1.6 The minimum age to attend a Match at the Ground for unaccompanied juniors is 13 years. For the avoidance of doubt, the final decision on admission to the Ground belongs to the Box Office Manager.

9.1.7 The minimum age to be admitted to the Platinum Club, Bar 1892 and the Sports Bar unaccompanied is 16 years.

9.1.8 Any amendments from an adult to a concession, (including juniors, senior citizens, students and disabled) must be made no later than 31st October 2017.

10 Equality and Diversity

10.1 In accordance with the guidance detailed within Equality Act of 2010, the Club is committed to ensuring all supporters are treated with equality and respect at all time. The Club acknowledges its responsibilities towards ensuring the 7 protected equality characteristics outlined in the Equality Act 2010 remain protected at all times through its provision of entertainment services.

The Club expects all supporters to share this commitment and requires that their behavior reflects this commitment at all time. The Club reserves the right to eject any subsequently remove the season ticket of any supporter found bringing any of the 7 protected Equality characteristics into dispute.

The Club will proactively work with supporters who feel they have not been treated equally or fairly and commits to taking a balanced and fair approach to the

resolution of individual issues or complaints.

10.2 In accordance with the Equality Act the Club will make adjustments in respect of access for supporters with particular needs or disabilities as far as is reasonably practicable. Reasonable adjustments are benchmarked against legislative guidance, industry working practices and guidance and business and time constraints.

11 Family Area

11.1 The maximum adult to junior ratio in the Family Area is two adults to one junior. There is no maximum junior to adult ratio. Should the junior be unable to attend a Match then in order to attend that Match the adult must upgrade the junior's ticket to the appropriate equivalent adult rate. A junior ticket can be upgraded a maximum of three times in any one season. Outside of the permitted upgrades adults are not allowed in this area unless accompanied by a child.

11.2 Once a supporter reaches the age of 18 they will have to relocate from the Family Area to another area of St James' Park unless attending with a junior supporter.

12 18-21 Concession Areas

12.1 Should the young person be unable to attend a Match then in order to attend that Match the adult must upgrade the concession ticket to the appropriate equivalent adult rate.

13 Direct Debit Payments

13.1 If the customer fails to make a payment by the due date the Club may terminate the Agreement without further notice to the customer and admittance to the ground may be refused. At the Club's sole discretion, immediate payment by an alternative method may be accepted. No payments taken by direct debit will be refunded in any circumstances.

13.2 Customers opting to cancel the direct debit payment plan may lose the future right to pay in this way. Should a direct debit instruction be cancelled after payments taken then no refunds will be made in any circumstances.

14 Exclusion of Liability

14.1 To the maximum extent permitted by law, the Club hereby excludes any liability for loss, injury or damage to persons or property in or around the Ground.

15 Governing Law

15.1 These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

16 Amendments

16.1 Any part, or the whole, of these Terms and Conditions of Use may be altered,

modified or otherwise amended by the Club from time to time. Any such amendments will be announced on the official Club website and will also be available for inspection at the Box Office of Newcastle United. In the event of what the Club deems to be a major change to these conditions then Season Ticket holders will be notified in writing.

17 Force Majeure

17.1 In the event of the Company being prevented or delayed at any time from performing any of its obligations under this Agreement by reason of any act, event, accident or other happening beyond the control of the Company or which cannot be overcome by means normally employed in performance and at comparable expense, including, without prejudice to the generality of the foregoing, strikes, lockouts, industrial disputes, riots, wars, civil disturbance, fire, explosions, storms, power failure, governmental or local authority or football authority regulations and requirements, loss of liquor licence and difficulties relating to venues other than the Company's own property, then and in such event any such failure or delay in performance shall not be deemed to constitute a breach of the obligations of the Company but performance of such obligations shall be suspended during the continued existence of such act, event, accident or happening as aforesaid and all rights of the Company at the time for performance shall be extended for a period equal to the aggregate of :

17.1.1 the period or periods of continued existence of such act, event, accident or happening, and

17.1.2 such further period (if any) as the Company in its sole discretion reasonably consider is required, due to repairs, maintenance, rebuilding, delays in transportation, shortage of manpower or materials or other cause directly occasioned by, or attributable to such act, event, accident or happening.

17.1.3 In the event that a situation of force majeure permanently prevents the Company from performing its obligations under this Agreement, the Company shall be entitled forthwith to terminate this Agreement by notice in writing to the Client without prejudice to the rights and obligations of the parties hereto accruing up to and including the date of termination.

18 Data Protection - Your Privacy

18.1 How we will use your information: We will keep the information you provide with other information we have from your dealings with us and our commercial partners secure (whether the information is paper based or held in our computerised databases) and will use it to - administer any services and/or products we provide you with - understand your preferences and profile so that we can improve the services we offer and to enable us to provide you with offers that we believe will be of interest to you.

Offers and opportunities: Newcastle United teams up with a selection of carefully chosen commercial partners to bring fans a diverse range of opportunities and offers (including financial services offers) at competitive prices (an up-to-date list of partners and details of the offers they may make can be obtained from, St. James' Park, Newcastle Upon Tyne, NE1 4ST).

NUFC and/or these commercial partners would like to contact you with details of offers by post, telephone, text/picture/video message, digital television, fax or by e-mail and these commercial partners may let us know if you have expressed an interest in their offers. You are under no obligation to buy anything.

Monitoring Calls: We may monitor or record calls for security purposes and to improve the quality of our services to you. Your rights: You have the right to request a copy of the information we hold about you (for which we may charge a small fee) and to correct any inaccuracies. You can opt out of being contacted by Newcastle United and its commercial partners at any time by contacting us at the address below or by following the instructions set out with each offer you receive. Our full privacy policy is available free of charge from The Data Protection Officer, St. James' Park, Newcastle Upon Tyne, NE1 4ST.

19 Miscellaneous

19.1 Information on how to obtain tickets for games not included in the Season Ticket will be advertised in the Club programme and on the official Club website (www.nufc.co.uk). Tickets for these matches can be purchased from the Box Office in person, by telephone or over the internet on the official Club website (www.nufc.co.uk). Where a limited number of tickets are available the Club will publish the criteria to be used to determine eligibility for tickets on the official Club website (www.nufc.co.uk).

PLEASE NOTE THAT YOUR OWN SEAT IS NOT GUARANTEED FOR SUCH MATCHES AND THE CLUB RESERVES THE RIGHT TO RELOCATE YOU FOR ANY REASON WHATSOEVER WITHOUT LIABILITY. IN THE EVENT THAT YOUR NORMAL SEAT IS UNAVAILABLE THE CLUB WILL WHERE POSSIBLE ENDEAVOUR TO PROVIDE YOU WITH A SEAT AS CLOSE AS POSSIBLE TO YOUR NORMAL SEAT.

19.2 The Season Ticket may also be used to gain free admission to home Reserve league fixtures. As home Reserve team fixtures will often take place at an alternative venue, due to safety reasons there may be no or limited accommodation made available to season ticket holders. Where accommodation is made available it will be allocated on a first come first served basis.

19.3 Please note St. James' Park is a fully NO SMOKING STADIUM. St James' Park is an all seated stadium, with four stands covering all seats. On occasions, due to the wind direction, certain seats in the lower and middle sections of all four main stands may be exposed to rain and

snow. Persons occupying such seats are advised to check the weather conditions in advance of a match and, if inclement weather is forecast, wear appropriate clothing.

PLATINUM CLUB SEASON TICKET HOLDERS ONLY

19.4 Admission to Football Association Cup and Football League Cup home matches is free to original Platinum Club bond holders for the 2017-18 season. Those seats within areas L2C-L2F of the stadium.

20 Safeguarding and Welfare

20.1 Season ticket holders acknowledge the Club is committed to safeguarding children, young people and vulnerable adults and expects all staff, players, volunteers, contractors, partners and guests to share this commitment.

20.2 The Club believes all staff, players, volunteers, contractors, partners and guests have a responsibility to report to the Club any concerns they have about the welfare of any child, young person or vulnerable adult.

20.3 Season Ticket holders acknowledge that the Club has in place core Safeguarding policies and procedures to Safeguard as far as reasonably practicable all staff, players, volunteers, contractors, partners and guests is maintained. Specifically, these include, but are not limited to, the Club's Safeguarding Children Policy, Safeguarding Vulnerable Adults Policy and Engaging Vulnerable Groups Policy.

20.4 Season Ticket holders acknowledge the Club expects the physical and verbal behavior and conduct of the Licensee and any guest of the Licensee to be appropriate at all times and of a manner that maintains the Club's approach outlined in clauses 20.1, 20.2 and 20.3

20.5 Season Ticket holders acknowledge that should the behavior of the Licensee or any of the guests of the Licensee be deemed as breaching clauses 20.1 & 20.2, the Club reserves the right to take appropriate action which may include involving external organisations such as the Police or Local Authority Social Care Services in such action, if deemed necessary.

20.6 Season Ticket holders acknowledge that, in accordance with the Licensing Act (2003), other than for use as a through pass to the seating area as no alternative route is available, Children or Young People aged under sixteen years of age are not, at any time, permitted to be in Licensed Bar areas of the Stadium without being accompanied for the entire duration they are present in the area by a responsible person aged sixteen years or older.

20.7 Season Ticket holders acknowledge that, in accordance with the Club's ejection policy, the Club reserves the right to eject any person deemed to have breached Ground Regulations. In the event such a person is identified as being a child or young person aged under thirteen, in accordance

with clause 9.1.6, Season Ticket holders acknowledge that the accompanying responsible person aged sixteen or over must also leave the stadium to ensure the welfare of the ejected child or young person is maintained. Similarly, should the same responsible person be subject of the ejection, the child or young person they are accompanying must also leave the Stadium. Under no circumstances, in the case of an ejection, must the two parties be separated.

21 Definitions

The following words and phrases shall have the following meanings:

"Club" means Newcastle United Football Company Limited.

"Conditions of Issue" means the Terms and Conditions governing the issue and use of a Match Ticket.

"FAPL" means The Football Association Premier League.

"EFL" means The English Football League.

"Ground" means St James' Park and all other locations owned, occupied or utilised by the Club.

"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. "Guest" means a relative, friend, colleague and/or companion to the disabled who would be entitled to purchase a Match Ticket under the Terms and Conditions of Use.

"Match" means that football match in which the Club participates and that takes place at the Ground during Season 2017-18 as designated upon the ticket to which these Conditions of Issue apply. A Season Ticket entitles entry to home league fixtures only. For the avoidance of doubt, Football Association Cup, Football League Cup, pre season friendly and any other fixtures played at the Ground are excluded from the Season Ticket entitlement.

"Season Ticket" means a season ticket smartcard (and/or any rights arising out of or in connection with a season ticket smartcard) for admission to Matches.

"Safeguarding" means preventative and reactional measures taken by the Club to ensure; the risk of harm or mistreatment of children, young people, or vulnerable adults is minimized; the health and wellbeing of children, young people or vulnerable adults is not impaired whilst engaging in Club related activities; an environment exists that supports the best possible outcomes or life chances for children, young people and vulnerable adults.