



HOME MATCH TICKET
CONDITIONS OF ISSUE
NEWCASTLE UNITED FOOTBALL CLUB

Season 2020/21



Definitions:

Reference to “**Club**”, “**NUFC**”, or the “**Company**” each means a reference to Newcastle United Football Company Limited.

“**Conditions of Issue**” means these terms and conditions governing the issue and use of a Home Match Ticket.

“**Football Authority**” means each of the Premier League, The Football League, The Football Association, The Football Association of Wales, FIFA, UEFA and other relevant governing body of association football.

“**Ground**” means the football stadium 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 Home Match Ticket under the Terms & Conditions of Entry and the Conditions of Issue.

“**Home Match Ticket**” means a printed paper ticket or any other form of ticket (and/or any rights arising out of or in connection with any of the foregoing) for admission to the Match.

“**Match**” means that Premier League football match in which the Club participates and that takes place at the Ground during Season 2020-2021 as designated upon the ticket to which these Conditions of Issue apply.

“**Material**” means any audio, visual or audio-visual material or any information or data.

“**Supporter Code of Conduct**” means the code of conduct implemented by the Club which attendees at the Match must follow. The current version can be found [here](#).

“**Terms & Conditions of Entry**” means each of the rules and regulations of any Football Authority; the Ground Regulations; and the Conditions of Issue.

“**Visiting Club**” means the football club playing against the Club.

I. Issue of Home Match Ticket

I.1. The issue of a Home Match Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry (which can be found on - or accessed via - the Club's website at www.nufc.co.uk/terms or can be provided upon written request to the Club) AND these Conditions of Issue AND the terms of the Supporter Code of Conduct (which can be found on – or accessed via – the Club’s website at <https://www.nufc.co.uk/media/57695/may-2021-supporter-code-of-conduct.pdf> or can be provided upon written request to the Club).

I.2 Home Match Tickets are for the use of supporters of the Club only. By applying for the Home Match Ticket and/or using the same you hereby warrant and represent that you are a



supporter of the Club and/or that you are not a supporter of the Visiting Club.

2. Admission to the Ground

2.1 By purchasing and/or accepting and/or holding a Home Match Ticket and/or using a Home Match Ticket to gain access to the Ground, you:

- (a) confirm that you have read, understood and accepted;
- (b) agree to be bound by and to comply with;
- (c) agree to complete a Covid-19 medical questionnaire within 72 hours prior to attending the Stadium;
- (d) Agree to notify the Club if your circumstances change such that the information in the health questionnaire is no longer valid.
- (e) Agree that you will not travel to the Stadium if your circumstances have changed as described above.
- (f) Agree to provide such information as is necessary to the Club to enable the Club to facilitate the governmental 'Test & Trace' system; and
- (g) Agree to provide such information as is necessary to the Club to enable the Club to facilitate the governmental 'Test & Trace' system; and
- (h) agree to bring to the attention of others, as required below,

the Conditions of Issue AND the Terms & Conditions of Entry AND the Supporter Code of Conduct.

2.2 A Home Match Ticket permits you to occupy at the Match the seat indicated on the Home Match Ticket or such other alternative seat of equivalent value as the Club may allocate to you at its reasonable discretion. All access to the Ground pursuant to a Home Match Ticket shall be for the purpose of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).

2.3 Nothing in these Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Home Match Ticket in any subsequent Match or season.

2.4 Save as set out in clause 2.5 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the Premier League and/or the Club. In



addition, the Club reserves the right to eject you from the Ground in circumstances where you breach this paragraph 2.4

- 2.5 Mobile telephones and other mobile devices are permitted within the Ground PROVIDED THAT:
- (a) they are used subject to the Club's CCTV & Imaging Policy available at <https://www.nufc.co.uk/media/55505/2021-compliant-cctv-imaging-notice-policy.pdf> ;
 - (b) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and
 - (c) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated or stored by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 2.6 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 2.4 above, or pursuant to clause 2.5 above, or otherwise) is hereby assigned to the Premier League, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Premier League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League absolutely and with full title guarantee.
- 2.7 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 Ground any sponsorship, promotional or marketing materials.
- 2.8 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 2.6 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 2.9 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms & Conditions of Entry AND/OR the Supporter Code of Conduct AND/OR these Conditions of Issue.
- 2.10 Without prejudice to the representation at clause 1.2, above, and in light of the Home Match Ticket holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Visiting Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.



- 2.11 Before entering the Ground you may be asked to undertake temperature checks and/or any other testing regarded as prudent in order to safeguard against COVID-19 risk. Please read the Club's Covid-19 Data Protection Notice accessible via <https://www.nufc.co.uk/media/57693/may-2021-covid-19-privacy-notice-return-of-supporters.pdf> relating to this use of your personal information
- 2.12 St James' Park is an all seated stadium, with four stands covering all seats. On occasions, due to the wind direction, certain areas 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.

3. Use of Home Match Ticket

- 3.1 Subject to clause 3.3, below, the Home Match Ticket is issued for your sole use and you shall not sell, dispose of, assign, transfer or otherwise deal with the Home Match Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Home Match Ticket for any commercial purpose. The reference to selling the Home Match Ticket includes:
- (a) offering to sell a Home Match Ticket (including, without limitation, via any website or online auction site);
 - (b) exposing a Home Match Ticket for sale;
 - (c) making a Home Match Ticket available for sale by another person;
 - (d) advertising that a Home Match Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that this Home Match Ticket may not be offered as a prize in any promotion or competition;
 - (e) transferring, lending or selling a Home Match Ticket to any third party as part of a hospitality or travel package; and
 - (f) giving (or offering to give) a Home Match Ticket to a person who pays or agrees to pay for some other goods or services (or offers to do so);

all save as expressly authorised by the Premier League or the Club.

- 3.2 The unauthorised sale or disposal of a Home Match Ticket may amount to 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 a Home Match Ticket has been sold illegally and will press for 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 such an offence, we will notify the Premier League who may in turn notify other football clubs, event holders and/or the relevant law enforcement authorities. The information that we share may include your personal data, information about



the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches.

- 3.3 If more than one Home Match Ticket is issued to you, one Home Match Ticket must be retained by you, for personal use (subject to the provisions below) and the remainder may be transferred to your Guest(s) for his/her/their personal use only **PROVIDED THAT** such transfer takes place in consideration of no payment or benefit in excess of the face value of the Home Match Ticket, and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer to any Guest will be subject to the Conditions of Issue AND Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 4.3 below) apply to and bind each Guest as if he/she was the original purchaser of the Home Match Ticket (and you must inform the Guest(s) of this). You will provide the name and address of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer. In the event that you and/or your Guest(s) are unable to use any Home Match Ticket then you may transfer that Home Match Ticket(s) to a natural person who is known to you personally and who would be entitled (under the Terms & Conditions of Entry and otherwise) to purchase such Home Match Ticket and attend such Match **PROVIDED THAT** such transfer takes place in consideration of no payment or benefit in excess of the face value of the Home Match Ticket, and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer will be subject to the Conditions of Issue AND Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 4.3 below) apply to and bind the transferee as if he was the original purchaser of the Home Match Ticket (and you must inform the transferee of this). You will provide the name and address of the transferee when asked to do so by any official, steward or employee of the Club and/or any police officer.
- 3.4 You will provide the name and address of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer.
- 3.5 The Home Match 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 Home Match Ticket at any time.
- 3.7 Any Home Match Ticket obtained or used in breach of the Conditions of Issue and/or Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Home Match Ticket shall be nullified. Any person seeking to use a Home Match Ticket in breach of the Conditions of Issue and/or Terms and Conditions of Entry in order to gain entry to the Ground or remain at a Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her Home Match Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this clause 3.7, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of a Home Match Ticket.



4. Changes to Dates, Refunds & Exchanges

- 4.1 No guarantees or warranty are given by the Club that the Match will take place at a particular time or on a particular date. Subject to clause 4.2, below, the Club reserves the right to reschedule any Match without notice and without any liability whatsoever.
- 4.2 In the event of the postponement or abandonment of the Match (or if the Match has, for any reason, to be played out of view of the public), details will be posted on www.nufc.co.uk. In the event of the postponement or abandonment of the Match (or if the Match has, for any reason, to be played out of view of the public), you will be entitled to receive a full refund of credit or refund (including any booking and/or administration fee) or to receive the equivalent ticket for the subsequent re-arranged Match via such application procedure as the Club stipulates. 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.
- 4.3 In order to obtain a refund or refund of credit, the Home Match Ticket must be returned to the Club's ticket office (or such other place as notified by the Club) no later than 72 hours before the commencement of the match. A refund will only be issued on production of identification that the individual requesting the refund is the person to whom the Home Match Ticket was originally sold. For the avoidance of doubt, the final decision belongs to the ticket office manager.

5. Concessions

- 5.1 The child's price is applicable to anyone aged seventeen years and under.
- 5.2 The adult price is applicable to anyone aged eighteen years and above.
- 5.3 The senior price is applicable to anyone aged sixty five and above.

6. Lost or Stolen Home Match Tickets

- 6.1 In order to gain admission to the Ground the Home Match Ticket must be legible and presented in its entirety at the Match.
- 6.2 The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Home Match Ticket.

7. Cancellation & Withdrawal of Home Match Ticket

- 7.1 Without prejudice to any other remedies it may have, the Club shall have the right in the case of any serious or persistent breach of the Conditions of Issue and/or Terms & Conditions of Entry to cancel and withdraw any Home Match Ticket issued to you. In the event of such



cancellation no refund will be paid. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms & Conditions of Entry:

- (a) smoking in designated non-smoking areas;
- (b) being (or appearing to be) drunk or intoxicated;
- (c) persistent standing in seated areas whilst the Match is in progress;
- (d) the sale or transfer (save as permitted) of a Home Match Ticket to any person;
- (e) the deliberate misuse of a Home Match Ticket;
- (f) any misrepresentation in relation to clause 1.2, above;
- (g) the possession of a banner or flag that bears material or slogans that are offensive, in the reasonable opinion of the Club have potential to cause offence to others, obscene, abusive or racist;
- (h) the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
- (i) whether at the Ground, or travelling to a Match the use of foul, obscene, abusive and/or racist language and/or gestures; the chanting of anything of an indecent or racist nature; fighting, or engaging in and/or inciting violence;
- (j) bringing any of the following into the Ground (or using them within the Ground): illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
- (k) entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- (l) the supply of any misleading or incorrect information in any application;
- (m) any breach of clauses 2.4, 2.5 or 2.6 above;
- (n) any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Home Match Ticket; and
- (o) any breach of the Supporter Code of Conduct.

7.2 The Club may conduct security searches where it has reason to believe that any of the breaches set down in 7.1 has either occurred or may occur.

7.3 If a Home Match Ticket holder is not 16 years old or over, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the Conditions of Issue AND the Terms and Conditions of Entry.

7.5 In the event that your Home Match 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 and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

8. Filming, photography and taping

- 8.1 All Home Match holders who enter the Ground acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club, the Premier League or others (including commercial partners and accredited media organisations), and use of a Home Match Ticket to enter the Ground constitutes consent to such use. You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of these Conditions of Issue or the Terms & Conditions of Entry, and may also be used in accordance with the NUFC CCTV and Imaging Policy as updated from time to time and available on the NUFC website at www.nufc.co.uk.
- 8.2 All Home Match Ticket holders agree that the Matches for which Home Match Tickets have been purchased are public, and that their appearance and actions inside and in the perimeter of the Ground where a Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Matches.

9. Exclusion of Liability

- 9.1 The Club hereby excludes any liability for loss, injury or damage to persons and/or property in or around the Ground except in respect of death or personal injury resulting from negligence of the Club or any other liability of the Club which cannot be excluded under applicable laws.
- 9.2 Neither the Premier League nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.

10. General

- 10.1 The Club reserves the right to change these Conditions of Issue from time to time, and shall notify you of such changes via the Club's website or any other appropriate means of communication if they materially affect your rights as a consumer.
- 10.2 You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative, security and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms



of the Club's then current privacy policy available at <https://www.nufc.co.uk/privacy-policy/>. In particular, we may share your personal data, including your name, date of birth, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment. We may also share your data in order to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. For more information on how we process your data and who we share it with, please consult our privacy policy at the above link.

- 10.3 The invalidity or partial invalidity of any provision of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 10.4 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Conditions of Issue or by law shall not constitute a waiver of that right, power or remedy.
- 10.5 The Conditions of Issue AND the Terms and Conditions of Entry AND the Supporter Code of Conduct constitute the entire agreement between the Club and the Home Match Ticket holder and neither the Club nor the Home Match Ticket holder shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Conditions of Issue or Terms and Conditions of Entry which is not set out therein.
- 10.6 If there is any conflict, ambiguity or inconsistency between any provision of these Conditions of Issue and any provision of the Ground Regulations, the relevant provision of these Conditions of Issue shall take precedence.
- 10.7 Notwithstanding any other provision in these Conditions of Issue and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Conditions of Issue. Nothing in these terms shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
- 10.8 These Conditions of Issue and any dispute or claim arising out of or in connection with them 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 in relation to any dispute or claim arising out of or in connection with these Conditions of Issue (including in relation to any non-contractual disputes or claims).



11. Safeguarding and Welfare

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 Ticket holders acknowledge the Club expects the physical and verbal behaviour 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 11.1, 11.2 and 11.3
- 11.5 Ticket holders acknowledge that should the behaviour of the Licensee or any of the guests of the Licensee be deemed as breaching clauses 11.1 & 11.2, 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.
- 11.6 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 eighteen years or older.
- 11.7 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, 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.