



**SEASON TICKET**  
**CONDITIONS OF ISSUE**  
**NEWCASTLE UNITED FOOTBALL CLUB**

Season 2021/22



Definitions:

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

“**Commitment**” the Premier League’s Commitment Regarding Abusive and Discriminatory Conduct.

“**Conditions of Issue**” means these terms and conditions governing the issue and use of a Season Ticket 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 or otherwise use a Season Ticket under the Terms & Conditions of Entry and the Conditions of Issue for a Match

“**Match**” means that Premier League football match in which the Club participates and that takes place at the Ground during Season 2021-2022 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.

“**Membership**” means any rules and regulations agreed in relation to your participation in the Club’s membership scheme which can be found at <https://www.nufc.co.uk/fans/membership/>.

“**Season Ticket**” means a season ticket booklet (and all or any component vouchers therein) or any season ticket smartcard (and/or any rights arising out of or in connection with any of the foregoing) for admission to Matches.

“**Supporter Code of Conduct**” means the code of conduct implemented by the Club which attendees at each Match must follow. The current version can be found here <http://www.nufc.co.uk/return-of-fans/supporter-code-of-conduct/>

“**Terms & Conditions of Entry**” means each of the rules and regulations of any Football Authority (including the Commitment); the Supporter Code of Conduct, the Ground Regulations; and the Conditions of Issue.

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



## I. Issue of Season Ticket

- I.1 The purchase of a Season Ticket is conditional upon you being a member of the Club.
- I.2 The Club has two official membership schemes for which eligibility is dependent on your age at the date you apply to become a member. If you are:
  - I.2.1 aged 18 years and over on 1 September 2021, you are eligible for membership of the Official Club Membership Scheme which incurs an annual membership fee of thirty-five pounds (£35) plus postage and packaging; or
  - I.2.2 under the age of 14 on 1 September 2021, you are eligible for membership of the Magpies membership scheme which incurs an annual membership fee of twenty pounds (£20) plus postage and packaging.
- I.3 Payment of the membership fee will be added to the Season Ticket fee and divided into equal payments where payment is split into instalments as agreed between you and the Club.
- I.4 Membership fees are subject to an annual review by the Club.
- I.5 Your membership subscription will run for the 2021 – 2022 season, starting from the date of purchase of your Season Ticket.
- I.6 The Club shall not be liable to refund any difference in the membership fee should you purchase a Club membership (Adult or Magpie) and subsequently buy a Season Ticket during the period that your Club membership is valid.
- I.7 The Club reserves the right, at its sole discretion, to reject any Club membership or Season Ticket application.
- I.8 The issue of a Season 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](http://www.nufc.co.uk/terms) or can be provided upon written request to the Club) and these Conditions of Issue the terms of the Supporter Code of Conduct (which can be found on – or accessed via – the Club’s website at [www.nufc.co.uk/return-of-fans/supporter-code-of-conduct/](http://www.nufc.co.uk/return-of-fans/supporter-code-of-conduct/) or can be provided upon written request to the Club). The Terms & Conditions of Entry incorporate the Premier League’s Commitment Regarding Abusive and Discriminatory Conduct (which can separately be found on the Premier League’s website at <https://resources.premierleague.com/premierleague/document/2021/08/27/ff0e0706-b63c-4c27-aafe-94faeaa1d759/PL-Commitment-re.-abusive-and-discriminatory-conduct-August-2021-.pdf> or can be provided upon written request to the Club).
- I.9 Season Tickets are for the 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.
- I.10 The price for Season Tickets will be provided to you when you enquire for a new Season Ticket or seek to renew your Season Ticket. Payment for the Season Ticket shall either be made in full at the date of purchase or, in equal monthly instalments by direct debit (at your option).



## 2. Admission to the Ground

- 2.1 By purchasing and/or accepting and/or holding a Season Ticket and/or using a Season Ticket to gain access to the Ground, you:
- 2.1.1 certify that you have read, understood and accepted;
  - 2.1.2 agree to be bound by and to comply with;
  - 2.1.3 agree, on request, to complete a Covid-19 medical questionnaire within 24 hours prior to attending the Ground;
  - 2.1.4 agree to provide such information as is necessary to the Club to enable the Club to facilitate the governmental 'Test & Trace' system;
  - 2.1.5 agree (for those aged 18 and over) to present your NHS Covid Pass or other satisfactory evidence (for example text or email confirmation of test results together with Identification documents or evidence of participation in a clinical trial vaccine programme) to demonstrate your Covid-19 status prior to entry to the Ground save where you have a medical exemption which will need to be declared. For details as to how to obtain your NHS Covid Pass please see the Government guidance [www.gov.uk/guidance/nhs-covid-pass](http://www.gov.uk/guidance/nhs-covid-pass). To declare your medical exemption please contact [boxoffice@nufc.co.uk](mailto:boxoffice@nufc.co.uk) ;
  - 2.1.6 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 Season Ticket permits you to occupy at the Match the seat indicated on the Season Ticket or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion. All access to the Ground pursuant to a Season Ticket shall be for the purposes 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 of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent 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 clause 2.4.
- 2.5 Mobile telephones and other mobile devices are permitted within the Ground, **PROVIDED THAT**
- 2.5.1 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>;

- 2.5.2 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
- 2.5.3 no Material that is captured, logged, recorded, transmitted, played, issue, shown or otherwise communicated 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, wear, 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 (excluding any failure to comply with the Commitment which the Club shall deal with in accordance with the provisions of clause 2.10 below) and/or the Supporter Code of Conduct and in such circumstances no refund or alternative seat will be offered.
- 2.10 The Club shall refuse admission to or eject from the Ground any person who is determined to have breached the Commitment in accordance with the sanctions set out therein and in such circumstances no refund or alternative seat will be offered.
- 2.11 Without prejudice to the representation at clause 1.9 above, and in light of the Season 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.
- 2.12 Before entering the Ground you may be asked to demonstrate your Covid 19 status in accordance with the provisions of clause 2.1.5 above or to undertake temperature checks and/or any other testing regarded as prudent in order to safeguard against Covid 19 risk. Please read the Data Protection Notice accessible via <https://www.nufc.co.uk/media/59955/21-22-privacy-policy.pdf> relating to this use of your personal information.



### **3. Use of Season Ticket**

3.1 Subject to clause 3.2, below, Season Tickets are issued for your sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Season Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Season Ticket for any commercial purpose. The reference to selling the Season Ticket includes:

- 3.1.1 offering to sell a Season Ticket (including, without limitation, via any website or online auction site);
- 3.1.2 exposing a Season Ticket for sale;
- 3.1.3 making a Season Ticket available for sale by another person;
- 3.1.4 advertising that a Season Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that this Season Ticket may not be offered as a prize in any promotion or competition;
- 3.1.5 transferring, lending or selling a Season Ticket to any third party as part of a hospitality or travel package; and
- 3.1.6 giving (or offering to give) a Season 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 You may only sell or transfer the Season Ticket:

- 3.2.1 to a Guest with the express written consent of the Club given at the Club's absolute discretion, provided that such sale or transfer is 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 provided further that such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business; and/or
- 3.2.2 to any person without the express written consent of the Club, provided that such sale or transfer is in respect of an individual Match only,

each such resale or transfer is hereby provided to be subject to the Terms and Conditions of Entry which will (save for any rights to transfer under this clause) apply to and bind the recipient of the Season Ticket as if he/she was the original purchaser of the Season Ticket (and where the Season ticket is sold or transferred to a Guest pursuant to clause 3.2.1 you must inform them of this).

3.3 The unauthorised sale or disposal of a Season 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 Season Ticket has been sold or disposed of 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, including your



name, contact details, 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.

- 3.4 You will provide the name and address of your Guest(s) when asked to do so by an official, steward or employee of the Club and / or any police officer.
- 3.5 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.
- 3.6 Any Season Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Any person seeking to use a Season Ticket in breach of the 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 Season Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this clause 3.6, 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 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 the Season Ticket.
- 3.7 The Club shall not be liable for stolen or counterfeit tickets purchased through unauthorized channels and reserves the right to refuse admission to the Ground.
- 3.8 The Club reserves the right not to accept any ticket that is unreadable due to damage of any kind.
- 3.9 You will accrue one point per away game attended throughout each season. If a Season Ticket lapses for one or more seasons then all previous points accrued on that membership will be removed and are strictly non-transferable.

#### **4. The Commitment**

- 4.1 You acknowledge the importance of the Commitment within the football community and agree that you will comply with the terms of the Commitment and submit to the process set out in the Commitment in respect of any allegations of Prohibited Activity (as defined therein) as a holder of a Season Ticket or in your attendance at the Ground in any other capacity. Clause 1.8 provides a link to the Commitment and other relevant terms.
- 4.2 If you breach the Commitment, you acknowledge and agree that there is a set process set by Football Authorities which will be carried out by the Club (and, if applicable, the Visiting Club) to consider whether such breach constitutes a Prohibited Activity. Where you are found to have committed a Prohibited Activity pursuant to the Commitment, the Club is
  - 4.2.1 required by Football Authorities to issue specific sanctions to you (as set out therein);
  - 4.2.2 will suspend / terminate your Season Ticket in accordance with the provisions of clause 8.2; and
    - 4.2.3 is required to share certain information about you with the Premier League (which, in turn, will share such information with other clubs and/



or Football Authorities) for the purposes of enforcing the sanctions. Further information as to how the Club and the Premier League will handle personal data collected and processed in respect of any Prohibited Activity is set out in each party's applicable privacy notice. The Club's applicable privacy notice can be found here <https://www.nufc.co.uk/media/59955/21-22-privacy-policy.pdf> and the Premier League's applicable privacy notice can be found here <https://www.premierleague.com/privacy-policy>.

- 4.3 If you make a complaint or bring to the Club's attention any concerns you have over the conduct of any party at a Match which you consider is a breach of the Commitment or may be a Prohibited Activity, you agree to cooperate with the Club (and, if applicable, with the Visiting Club) in respect of any subsequent investigation into the complaint or concern.
- 4.4 Where you fail to comply with the provisions of clause 4.3 above within the timescales requested by the Club (which may be dictated by the Commitment), the Club may have no option other than to consider the complaint has been withdrawn.

## **5. Changes to Dates, Refunds & Exchanges**

- 5.1 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 the abandonment and/or cancellation of any Match(es) during the Season (or if the Match(es) has, for any reason, to be played out of view of the public), details will be posted on [www.nufc.co.uk](http://www.nufc.co.uk). Your Season Ticket will enable you to attend the re-arranged Match and, in the case of a Match which is to be played out of the view of the public, the Club will use reasonable endeavours to obtain relevant television passes or connections for you to enable you to view the relevant Match remotely (where possible and reasonably attainable in the circumstances). 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 your responsibility to ensure you 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 in its entirety at every Match.
- 6.2 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.



- 6.3 If, in the Club's opinion, a Season Ticket is damaged, lost, stolen or destroyed, a duplicate Season Ticket shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge. In making its decision, the Club shall be entitled to call for all reasonable evidence of the need for a replacement Season Ticket, for example but not limited to a police crime reference number in the event that a Season Ticket is stolen, or a copy of the damaged Season Ticket. 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 damaged, 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.
- 6.4 Should any Season Ticket when applied for not arrive in the post after purchase, you will be required to sign a document confirming this and undertaking to immediately return the original Season Ticket to the Club should it come into your possession at any time. There will be no charge for the issue of a duplicate Season Ticket in this instance.

## **7. Change of Address**

If you change your address during the season you must notify the Club as soon as reasonably practicable. You may do so by: writing to the Box Office, Newcastle United Football Club, St James Park, Newcastle upon Tyne, NE1 4ST; or by calling 08443721892 (+44 870 444 1892 if you are located outside of the United Kingdom); or by emailing [boxoffice@nufc.co.uk](mailto: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 in the case of any serious or persistent breach of the Terms & Conditions of Entry (excluding in the case of the Commitment which shall be dealt with in accordance with the provisions of clause 8.2) to cancel and withdraw your Season Ticket and to eject you from the Ground. 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 Entry:
- 8.1.1 smoking in designated non-smoking areas;
  - 8.1.2 being (or appearing to be) intoxicated;
  - 8.1.3 persistent standing in seated areas whilst the Match is in progress;
  - 8.1.4 the sale or transfer (save as permitted) of a Season Ticket to any person;
  - 8.1.5 the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - 8.1.6 the deliberate misuse of a Season Ticket;
  - 8.1.7 the supply of any misleading or incorrect information in any application;
  - 8.1.8 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;
  - 8.1.9 whether at the Ground, or, travelling to or from a Match:



- 8.1.9.1 the use of foul, obscene, abusive and/or racist language and/or gestures;
- 8.1.9.2 the chanting of anything of an indecent or racist nature;
- 8.1.9.3 fighting or engaging in and/or inciting violence;
- 8.1.10 bringing into the Ground (or using 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;
- 8.1.11 entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- 8.1.12 any misrepresentation in relation to clause 1.9 above;
- 8.1.13 breach of the terms of any Membership;
- 8.1.14 any breach of clauses 2.4, 2.5 or 2.6 above;
- 8.1.15 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 Season Ticket; and
- 8.1.16 any breach of the Supporter Code of Conduct.

For the avoidance of doubt, the provisions of this clause 8.1 do not apply to a breach of the Commitment.

8.2 In the event that:

8.2.1 You fail to follow the process set out in the Commitment in respect of the investigation of alleged conduct that is defined therein as a Prohibited Activity; and / or

8.2.2 it is determined that you have breached the Commitment; and / or

8.2.3 It is determined that you have committed a Prohibited Activity

the Club shall enforce the sanctions set out therein and your Season Ticket shall be suspended during the time that such sanctions are in force / your Season Ticket will be terminated and you shall be entitled to a refund of such amount equalling the remaining time on your Season Ticket (not counting any time when a sanction is in force) / your Season Ticket will be terminated and you will not be entitled to any refund.

8.3 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 8.1 and / or 8.2 has either occurred or may occur.

8.4 If a Season 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 Terms and Conditions of Entry (including the Commitment).

8.5 In the event that your Season Ticket is withdrawn, suspended 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). Where your



Season Ticket is withdrawn, suspended or cancelled following a determination that you engaged in Prohibited Activity under the Commitment, the Club will also notify the Premier League who will notify such other football clubs as necessary to ensure that the applicable sanction is enforced by all such clubs.

- 8.6 Where you have purchased a Season Ticket online, you shall be entitled to exercise your rights to cancel during the set cooling off period in consumer laws. This allows you to cancel your Season Ticket and receive a full refund within 14 days of purchase.

## **9. Filming, photography and taping**

- 9.1 On entering the Ground you 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 you 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 Season 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 Club's CCTV & Imaging Policy as updated from time to time and as available on the Club's website at [www.nufc.co.uk](http://www.nufc.co.uk). Please refer to clause 16.2 for information on the Club's (and the Premier League's) use of your personal information. You agree that the Matches for which Season 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.

## **10. Concessionary Rates and Designated Areas**

- 10.1 In order to qualify for a concessionary Season Ticket rate you must fulfil one of the following criteria:
- 10.1.1 a junior Season Ticket concession is available to anybody who will be under the age of 18 on 1 September 2021;
  - 10.1.2 a young person's Season Ticket concession is available to anybody who will be over the age of 18 but under the age of 21 on 1 September 2021. These Season Tickets will only be allocated within the category 3 seating locations;
  - 10.1.3 a student Season Ticket concession is available to all full time students in possession of a signed certificate of enrolment together with a valid smartcard. Proof must be supplied for each season;
  - 10.1.4 a senior citizen Season Ticket concession is available to anybody who will be over the age of 65 on 1 September 2021;
  - 10.1.5 a disabled Season Ticket concession is available to persons with a disability. Applicants may be asked to provide supporting documentation. 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 disable person and does not allow such attendant to attend matches without the disabled person. If the concession is under 13, the attendant must also pay full price.

Proof of date of birth (i.e. birth certificate or passport) is required for all new Season Ticket concessions which are age-dependent.

- 10.2 Any amendments to a Season Ticket from a general adult Season Ticket to a concession Season Ticket must be made no later than 31 October 2021.
- 10.3 The minimum age to:
  - 10.3.1 attend a Match at the Ground for unaccompanied juniors is 13 years; and
  - 10.3.2 be admitted to the Platinum Club, Bar 1892 and the Sports bar unaccompanied is 16 years.
- 10.4 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.
- 10.5 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.
- 10.6 Where you hold an 18 – 21 concession ticket and you propose to transfer your Season Ticket to a Guest in accordance with the provisions of clause 3.2 for a Match, in order to attend that Match the Guest must upgrade the concession ticket to the appropriate equivalent adult rate.

## **11. Equality and Diversity**

- 11.1 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 behaviour 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 disrepute.
- 11.2 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.
- 11.3 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.



## **12. Direct Debit Payments**

- 12.1 If you fail to make a payment by the due date the Club may terminate your Season Ticket without further notice to you and admittance to the Ground may be refused. At the Club's sole discretion, immediate payment by an alternative method may be accepted.
- 12.2 No payments taken by direct debit will be refunded in any circumstances.
- 12.3 If you opt to cancel the direct debit payment plan you may lose the future right to pay in this way. Should a direct debit instruction be cancelled after payment has been taken then no refunds will be made in any circumstances.

## **13. Safeguarding and Welfare**

- 13.1 You 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.
- 13.2 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.
- 13.3 You acknowledge that the Club has in place core Safeguarding and Equality related policies and procedures to ensure as far as reasonably practicable all staff, players, volunteers, contractors, partners and guests are treated appropriately, respectfully and safely. Specifically, these include, but are not limited to, the Club's Safeguarding Children Policy, diversity & inclusion policies, Safeguarding Vulnerable Adults Policy and Engaging Vulnerable Groups Policy.
- 13.4 You acknowledge the Club expects your physical and verbal behaviour and conduct and that of any Guest to be appropriate at all times and of a manner that maintains the Club's approach outlined in clauses 13.1, 13.2 and 13.3
- 13.5 You acknowledge that should your behaviour or that of any of your Guests be deemed as breaching clauses 13.1 and / or 13.2, 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.
- 13.6 You 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 Ground without being accompanied for the entire duration they are present in the area by a responsible person aged eighteen years or older.
- 13.7 You 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 eighteen, you acknowledge that the accompanying responsible person aged eighteen or over must also leave the Ground 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 Ground. Under no circumstances, in the case of an ejection, must the two parties be separated.



#### **14. Exclusion of Liability**

- 14.1 The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- 14.2 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 (a) the position of the seat and/or (b) the actions of other spectators.
- 14.3 The Club hereby excludes any liability for any loss, injury, costs, expenses or damage of any kind connected to your use of any ticket exchange facility, including, without limitation, any liability relating to any problem with, suspension of or termination of such ticket exchange facility the Official Ticket Exchange, in each case except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.

#### **15. Force Majeure**

- 15.1 For the avoidance of doubt, you and the Club hereby agree that changes to the law / regulations / guidance in respect of Covid 19 implemented before, during and after the issue of the Season Ticket (whether implemented by football authorities, local government or national government) and which impact any Match (or Matches) in any respect whatsoever (or which cause any Match (or Matches) to be postponed, cancelled or rescheduled) shall constitute a Force Majeure Event for the purposes of these Conditions of Issue.
- 15.2 In the event of the Club being prevented or delayed at any time from performing any of its obligations under these Conditions of Issue and / or the Terms & Conditions of Entry by reason of any act, event, accident, or other happening beyond the control of the Club or which cannot be overcome by means normally employed in performance and at comparable expense, including, without prejudice the generality of the foregoing, strikes, lockouts, epidemic, pandemic, Covid 19, 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 Club's own property ("*Force Majeure Event*"), any such failure or delay in performance shall not be deemed to constitute a breach of the obligations of the Club put performance of such obligations shall be suspended during the continued existence of a Force Majeure Event and all rights of the Club at the time for performance shall be extended for a period equal to the aggregate of:
- 15.2.1 The period or periods of continued existence of the Force Majeure Event; and
- 15.2.2 Such further period (if any) as the Club in its sole discretion reasonably considers is required, due to repairs, maintenance, rebuilding, delays in transportation, shortage of manpower or materials or other cause directly occasioned by or attributable to the Force Majeure Event.
- 15.3 In the event that a Force Majeure Event prevents the Club permanently or seasonally from performing its obligations under these Conditions of Issue and the Terms & Conditions of Entry (if applicable), the Club shall be entitled to terminate the Season Ticket by notice in writing to you without prejudice to the rights and obligations of the parties accruing up to and including the date of termination.



## 16. General

- 16.1 The Club reserves the right to change these Conditions of Issue from time to time, and shall notify you of such changes if they materially affect your rights as a consumer.
- 16.2 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, photograph, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs, any Football Authority and with law enforcement authorities. 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 and with enforcing sanctions under the Commitment. 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 together with the Commitment data protection policy accessible via <https://www.premierleague.com/privacy-policy> .
- 16.3 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.
- 16.4 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.
- 16.5 The Terms & Conditions of Entry (which includes these Conditions of Issue and the Commitment) and the Supporter Code of Conduct constitute the entire agreement between you and the Club and neither you nor the Club 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 Terms & Conditions of Entry and the Supporter Code of Conduct which is not set out therein.
- 16.6 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.
- 16.7 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 of conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.



16.8 These Conditions of Issue 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 (including in relation to any non-contractual disputes or claims).