



# OFFICIAL PROGRAMME SUBSCRIPTION TERMS AND CONDITIONS

SEASON 2022/23

August 2022



## **1. These terms**

1.1 These are the terms and conditions which shall apply to your NUFC Official 2022/23 Home Match Programme Subscription after you place an Order on our website

1.2 Please read these terms carefully before you order online and submit your details to us. These terms tell you who we are, how we will provide the Subscription, how you and we may change or end the contract, what to do if there is a problem and other important information.

## **2. Information about us and how to contact us**

2.1 We are Newcastle United, which is a group of companies which includes Newcastle United Football Company Limited.

2.2 We can be contacted via any of the methods shown below:

Tel: 0191 201 8407

Email: [Rory.mitchinson@nufc.co.uk](mailto:Rory.mitchinson@nufc.co.uk)

Rory Mitchinson (Club Reporter)

Newcastle United Football Club

St. James' Park

Newcastle upon Tyne

NE1 4ST

## **3. How we may contact you.**

3.1 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

3.2 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## **4. Our contract with you**

4.1 Our acceptance of your Order for a Subscription will take place when we email you to accept it containing your Order Number, at which point a contract will come into existence between you and us.

4.2 If we are unable to accept your Order for a Subscription, we will inform you of this and we will not charge you. This might be because we are out of stock, because we have reached our Subscription capacity, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Subscription.



4.3 Once we have assigned you an Order Number, it will help us if you can tell us the Order Number whenever you contact us about your Subscription.

## **5. Subscription**

5.1 The Subscription includes a copy of NUFC's Official Match Programme for each Premier League Home game for the 2022/23 season (19 Programmes total).

5.2 Your Subscription shall automatically expire on the delivery of the last Programme to the address specified in your Order.

## **6. When and how we will provide the Subscription**

6.1 Each Programme should normally arrive with you 3 – 5 working days after we send you the dispatch confirmation email. Domestic orders are dispatched by Royal Mail, standard 1st class. International orders are dispatched using international mail or international carriage service. All delivery and packaging charges are shown on the order pages on our website before you checkout and it is your responsibility to ensure the correct delivery and packaging option is selected.

6.2 Deliveries are normally processed approximately 1 day before each home game. However, depending on when your Order is accepted, the location of the address specified in your Order, because delivery is subject to post delivery times and many other factors beyond our control, we do not guarantee that each Programme will arrive in time for match day.

6.3 Where you Order a Subscription part-way through the 2022/23 season, we shall endeavour to provide you with the Programmes for any home games that have already taken place as soon as is reasonably possible after your Order is accepted. Where this is not possible due to unavailability of stock, or any other reason, we shall issue you with a partial refund for any Programmes that we are unable to deliver as soon as is reasonably possible.

6.4 If you do not receive a Programme, we ask you to inform us within 30 days of the expected delivery date. We will then (at our discretion) send a replacement Programme or issue you with a refund for any Programme not delivered.

6.5 Once each Programme has been delivered to the address specified in your Order, the risk in the Programme passes to you. This means that you are responsible for the Programmes, and we are not liable to you if the Programmes are stolen or damaged after they have been delivered to you. This does not affect your legal rights if the Programmes are faulty or misdescribed. Ownership of the Programmes passes to you once you have paid for them in full.

6.6 You are responsible for ensuring the address specified in your Order is correct. If you change your address during the season, you must notify the Club as soon as reasonably practicable. Where Programmes are delivered to the incorrect address as a result of your error, or where we are not notified of a change in address at least 8 days before the next home game, we shall not be responsible for sending replacement Programmes.



## 7. Suspension of Supply of the Subscription

7.1 We may have to suspend the supply of the Subscription to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Subscription to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Subscription as requested by you or notified by us to you.

7.2 A notice will appear on our website (or other appropriate medium of contact) to tell you we will be suspending supply of the Subscription, unless the problem is urgent or an emergency. You may contact us to end the Subscription if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 6 months.

## 8. Your rights to end the contract

8.1 You can only end the Subscription for a reason set out in **clauses 8.2 or 8.3**, otherwise your Subscription shall automatically terminate after the delivery of your final Programme.

8.2 If you end the contract for any of the reasons set out below, the contract will end immediately. The reasons are:

- (a) we have told you about an upcoming change to the Subscription or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the Subscription and you do not wish to proceed;
- (c) we have suspended supply of the Subscription for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 6 months; or
- (d) you have a legal right to end the contract because of something we have done wrong.

8.3 For most products bought online you have a legal right to change your mind within 14 days and receive a refund for the price paid, including delivery. If you choose to end the contract within the 14-day cooling-off period, you are entitled to a refund, however, we may request that any Programmes provided to you during the cooling off period are returned to us in their original condition.

## 9. How to end the contract with us

9.1 Tell us you want to end the contract for any of the reasons set out above, please let us know by phone or email on the details provided at **clause 2** above. Please provide your name, Order Number, home address, and, where available, your phone number and email address.

## 10. Our Rights to end the Contract

10.1 We may end the contract if you breach any of the clauses in it. We may end the Subscription at any time by writing to you if:



(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Subscription;

10.2 We may withdraw the Subscription at any time. We may write to you to let you know that we are going to stop providing the Subscription. We will let you know at least 14 days in advance of our stopping the supply and will refund any sums you have paid in advance for any Programmes that will not be provided.

## **11. If there is a problem**

11.1 If you have any questions or complaints about the Subscription, please contact us. You can telephone our customer service team via the methods provided at **clause 2** above.

11.2 We are under a legal duty to supply the Subscription conformity with this contract. See below for a summary of your key legal rights. Nothing in these terms will affect your legal rights:

*This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. If your product is goods, for example clothing, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:*

*a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.*

*b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.*

*c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.*

## **12. Price and payment**

12.1 Prices of the Subscription will be the price indicated on the order pages when you placed your Order. We use our best efforts to ensure that the price of the Subscription advertised to you is correct. However please see **clause 12.2** for what happens if we discover an error in the price of the Subscription.



12.2 It is always possible that, despite our best efforts, the Subscription may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Subscription's correct price at your Order Date is less than our stated price at your Order Date, we will charge the lower amount. If the Subscription's correct price at your Order Date is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Programmes provided to you.

12.3 The payment methods we accept are the payment cards and payment services providers published on our site. Payment for all Subscription, delivery and packaging charges must be made in full at the time of your Order. All credit card and debit card payments need to be authorised by the relevant card issuer.

### **13. How we may use your Personal Information**

13.1 We will only use your personal information as set out in our [Privacy Policy](#).

### **14. Law and Jurisdiction**

14.1 These terms are governed by English law and you can bring legal proceedings in respect of the Subscription exclusively in the English courts.

### **15. Miscellaneous**

15.1 We reserve the right to change these terms and conditions of Issue from time to time and shall notify you of such changes if they materially affect your rights as a consumer.

15.2 The invalidity or partial invalidity of any provision of these terms and conditions shall not prejudice or affect the remainder of these terms and conditions, 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.

15.3 Any failure to exercise, or delay in exercising, any right, power or remedy provided by these terms and conditions of Issue or by law by us shall not constitute a waiver of that right, power or remedy.

15.4 Notwithstanding any other provision in these terms and conditions of Issue, no other person other than you or us has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these terms and conditions of Issue.

### **Definitions:**

“Subscription” your agreement with us to provide you with 19 NUFC Home Match Programmes for the 2022/23 season Premier League home games in accordance with these terms and conditions



“Order Number” the unique Order Number that relates to your Subscription provided in our acceptance email

“Order” your completed order for a Subscription submitted via the order pages of NUFC’s website

“Order Date” the date you submit your order

“Programme or Programmes” is the official NUFC Match Programme for premier league home games in the 2022/23 season, of which 19 will be produced during the 2022/23 season