



**SEASON TICKET**  
**TERMS AND CONDITIONS**  
**NEWCASTLE UNITED FOOTBALL CLUB**

Season 2023/24



## Definitions:

“**Club**” means Newcastle United Football Company Limited.

“**Commitment**” the Premier League’s Commitment Regarding Abusive and Discriminatory Conduct, which can be found on the Premier League’s website, and may be updated from time to time.

“**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, Safe Standing Code and these Terms and Conditions.

“**Cup Match**” means any men’s first team match in a Cup Competition or European Competition during the Season held at the Ground.

“**Cup Scheme**” means the Club’s scheme which allows Season Ticket holders the opportunity to access attendance at a Cup Match at the Ground during the Season, subject to the additional terms and conditions in the Schedule.

“**Domestic Cup Competition**” means any of The FA Cup or League Cup, where applicable.

“**European Competition**” means any of the UEFA Champions League and/or UEFA Europa League, where applicable.

“**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 at St James’ Park, Newcastle upon Tyne, NE1 4ST and all other locations owned, occupied or utilised by the Club notified to you at any time.

“**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 which can be found here: <https://www.nufc.co.uk/terms/>.

“**Group Stage**” means the relevant group stage of the respective European Competition in which the men’s first team are playing at 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 Conditions of Entry and the Terms and Conditions for a Match.

“**Knockout Stage**” means the knockout stage of the relevant European Competition in which the men’s first team are playing at the Ground (for the avoidance of doubt, excluding the final);

“**Match**” means any English Premier League football men’s first team match in which the Club participates and that takes place at the Ground during the Season.

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

“**Safe Standing Code**” means the Club’s code of conduct with respect to the licensed standing areas at the Ground which can be found here: <https://www.nufc.co.uk/terms/>.



“**Season**” means the 2023/24 football season, starting on 1 July 2023 and ending on 30 June 2024.

“**Season Ticket**” means a digital, e-ticket for the Season (or a hard copy by arrangement with the Club), provided to you by the Club for admission to Matches.

“**Supporter Code of Conduct**” means the code of conduct implemented by the Club which attendees at each Match and Cup Match must follow which can be found here: <https://www.nufc.co.uk/terms/>.

“**Terms and Conditions**” means these terms and conditions governing the issue and use of a Season Ticket.

“**UEFA Match**” means any men’s first team match in a European Competition at the Ground during the Season.

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

#### **I. Issue of and payment for the Season Ticket**

- I.1 By purchasing a Season Ticket, you confirm that you have read and understood, and agree to be bound by the Conditions of Entry.
- I.2 The types of Season Ticket available are as described on the Club’s website, prior to you making any purchase. The Club reserves its right to change, add or remove any particular type of Season Ticket.
- I.3 Unless you have been provided with an alternative option by arrangement with the Club, the Season Ticket shall be issued to you electronically and you shall store it within your smartphone’s ticket wallet.
- I.4 The Club reserves the right, at its sole discretion, to reject any Season Ticket application.
- I.5 The issue of a Season Ticket and subsequent access to the Ground is subject to the Conditions of Entry.
- I.6 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.7 Season Ticket prices will be released upon either enquiry for a new Season Ticket, or renewal of your Season Ticket. Payment shall either be made in full at the date of purchase or, in equal monthly instalments by direct debit.
- I.8 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.
- I.9 No payments taken by direct debit will be refunded in any circumstances.
- I.10 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.



## 2. Admission to the Ground

- 2.1 A Season Ticket permits you to occupy 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 at Matches or Cup Matches. All access to the Ground pursuant to a Season Ticket shall be for the purposes of private enjoyment of the Match or Cup Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 2.2 A Season Ticket does not automatically entitle you to access to a Cup Match. Please see the terms and condition of the Cup Scheme in the Schedule. References to a Cup Match in these Terms and Conditions apply only to those supporters who have purchased tickets in accordance with the Cup Scheme.
- 2.3 Nothing in these Terms and Conditions 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 or Cup Match, any players or other persons present in 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 relevant Football Authority 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 Personal 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 and Imaging Policy available here: <https://www.nufc.co.uk/media/48875/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 any Match or Cup Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 2.4 or clause 2.5 above, or otherwise) is hereby assigned to

2.6.1 (in the case of a Match) the Premier League,

2.6.2 (in the case of a Cup Match in The FA Cup) The FA;

2.6.3 (in the case of a Cup Match in the League Cup) The EFL;

2.6.4 (in the case of a UEFA Match) UEFA;

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 relevant rightsholder set out above 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 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 1.6 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 demonstrates 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.

### **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 any means;
- 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/or
- 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 the Season Ticket in accordance with the rules outlined by the Club on its website, or communicated to you by email, provided that:

- 3.2.1 such sale or transfer is in respect of an individual Match only 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
- 3.2.2 each such resale or transfer is hereby provided to be subject to these Terms and Conditions which will (save for any rights to transfer under this clause) apply to and bind the recipient of the Match ticket as if they were the original purchaser of the Match ticket.

3.3 You may also forward your Season Ticket for individual Match(es) if you are unable to attend a Match as follows:

- 3.3.1 to a family member or friend, who must be linked to you on your Club account; and
- 3.3.2 on no more than 10 (ten) occasions within a Season. If you forward your Season Ticket for a Match on more than 10 (ten) occasions, your account will be flagged as doing so, and the Club reserves the right to review your account and take any such action as it deems necessary, including suspending or terminating use of the Season Ticket.



- 3.4 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.
- 3.5 The Season Ticket always remains the property of the Club 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 these Terms and Conditions 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 these Terms and Conditions in order to gain entry to the Ground or remain at a Match or Cup 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 or Cup Match and/or may have their 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 unauthorised 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 (including but not restricted to damage to your smartphone's screen).
- 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 your account 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.



- 4.2 If you breach the Commitment, you acknowledge and agree that there is a process set by the Premier League which will be carried out by the Club (and, if applicable, the Visiting Club) to consider whether such breach constitutes a Prohibited Activity.
- 4.3 Where you are found to have committed a Prohibited Activity pursuant to the Commitment, the Club is required by the Premier League to issue specific sanctions to you (as set out therein) and will suspend or terminate your Season Ticket in accordance with the provisions of clause 8.2.
- 4.4 The Club (or Visiting Club) is required to share certain information about you with the Premier League (which, in turn, will share such information with other clubs and/or the relevant Football Authority) for the purposes of enforcing the sanctions.
- 4.5 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 or Cup 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.
- 4.6 Where you fail to comply with the provisions of clause 4.5 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 and Exchanges**

- 5.1 No guarantees can be given by the Club that a Match or Cup Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match or Cup Match without notice and without any liability whatsoever. Your Season Ticket will enable you to attend the re-arranged Match or (if you purchased a ticket for a Cup Match under the relevant Cup Scheme) the re-arranged Cup Match.
- 5.2 In the event of the abandonment and/or cancellation of any Match or Cup Match during the Season (or if the Match or Cup Match 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 or (if you purchased a ticket for a Cup Match under the relevant Cup Scheme) the re-arranged Cup Match and, in the case of a Match or Cup 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 or Cup 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 All ticket purchases are non-refundable (subject to clause 8.6). No refunds will be made in respect of any Match or Cup Match 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 hard-copy tickets**





- 6.1 To gain admission to the Ground, the Season Ticket or Cup Match ticket must be presented at every Match or Cup Match.
- 6.2 If you have a hard copy Season Ticket or Cup Match ticket, and you forget your Season Ticket or Cup Match ticket in respect of any individual Match or Cup Match, the Club shall not be obliged to admit you or issue any other form of ticket for that Match or Cup Match. If a duplicate ticket is issued, the Club may require payment of a non-refundable administration charge.
- 6.3 If, in the Club's opinion, a hard copy Season Ticket or Cup Match ticket is damaged, lost, stolen or destroyed, a duplicate Season Ticket or Cup Match 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 or Cup Match ticket, for example but not limited to a police crime reference number if a Season Ticket or Cup Match ticket is stolen, or a copy of the damaged Season Ticket or Cup Match ticket. With respect to Season Tickets, 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.
- 6.4 Applications for the issue of a duplicate Season Ticket or Cup Match ticket cannot be made on the day of a Match or Cup Match.
- 6.5 Should any Season Ticket or Cup Match 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 or Cup Match 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 or Cup Match ticket in this instance.

## **7. Change of Address**

If you change your address, or contact details 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 0344 372 1892 (+44 870 444 1892 if you are located outside of the United Kingdom); by amending your details in your online account, or by emailing: [boxoffice@nufc.co.uk](mailto:boxoffice@nufc.co.uk).

## **8. Cancellation and Withdrawal of a Season Ticket**

- 8.1 Without prejudice to any other remedies it may have, the Club shall have the right in the case of any breach of these Terms and Conditions (excluding in the case of the Commitment which shall be dealt with in accordance with the provisions of clause 4) 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 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;
  - 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 1.6 above;
  - 8.1.13 any breach of clauses 2.4, 2.5 or 2.6 above;
  - 8.1.14 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
  - 8.1.15 any breach of the Supporter Code of Conduct or Safe Standing Code.
- 8.2 With respect to the Commitment, 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.
- 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 under the age of 16 (sixteen), their parent(s) and/or guardian(s) are responsible for their actions, conduct and compliance with these Terms and Conditions.
- 8.5 If your Season Ticket is withdrawn, suspended or cancelled, the Club reserves the right to disqualify you from applying for any Match ticket, Cup 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 under consumer laws. This allows you to cancel your Season Ticket and receive a full refund within 14 (fourteen) days of purchase (subject to certain restrictions).
- 9. Concessionary Rates and Designated Areas**
- 9.1 To qualify for a concessionary Season Ticket, you must fulfil one of the following criteria:
- 9.1.1 a junior Season Ticket concession is available to anybody who will be under the age of 18 on 1 September 2023;
  - 9.1.2 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 2023. These Season Tickets will only be allocated within the category 2 and category 3 seating locations;
  - 9.1.3 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 (any amendments to a Season Ticket from an adult Season Ticket (no concession) to a concessionary student Season Ticket must be made no later than 31 October 2023);
  - 9.1.4 a senior citizen Season Ticket concession is available to anybody who will be age 65 or over on 1 September 2023. For the avoidance of doubt, if your birthday is mid-way through the Season, the concessionary rate shall only apply from the following season and no refunds or pro-rata credit shall be given in these circumstances;



- 9.1.5 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 individual will be admitted free of charge for the sole purpose of giving assistance to the disabled person and does not allow such attendant to attend matches without the disabled person. If the disabled Season Ticket concession is under 14, the attendant must also pay full price.
- 9.2 Proof of date of birth (i.e., birth certificate or passport) is required for all new Season Ticket concessions which are age dependent.
- 9.3 Except as set out in 9.1.3, any amendments to a Season Ticket from an adult Season Ticket (no concession) to a concessionary Season Ticket must be made no later than 1 July 2023.
- 9.4 The minimum age to:
- 9.4.1 attend a Match or Cup Match at the Ground for unaccompanied juniors is 14 (fourteen) years; and
  - 9.4.2 be admitted to the Platinum Club and Bar 1892 unaccompanied is 16 (sixteen) years.
- 9.5 With respect to any unaccompanied junior supporters who already had a Season Ticket for Season 22/23 and wish to renew but will still be 13 (thirteen) at the start of this Season, clause 9.4.1 shall not apply.
- 9.6 The maximum adult to junior ratio in the family area is 2 (two) adults to 1 (one) junior. There is no maximum junior to adult ratio. Should the junior be unable to attend a Match, and an adult wishes to use that Season Ticket for the individual Match, then the adult must upgrade the junior's ticket to the appropriate equivalent adult rate and make a payment accordingly. A junior ticket can be upgraded a maximum of 3 (three) times in any 1 (one) season. Outside of the permitted upgrades adults are not allowed in this area unless accompanied by a child.
- 9.7 Once a supporter reaches the age of 18 (eighteen) they will have to relocate from the family area to another area of the Ground, unless attending with a junior supporter.
- 9.8 Where you hold a young person's concessionary ticket and you propose to transfer your Season Ticket to another individual not eligible for the concession, that individual must upgrade the concession ticket to the appropriate equivalent adult rate and make a payment accordingly.
- 10. Exclusion of Liability**
- 10.1 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.



10.2 Neither the Football Authorities nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match or Cup Match caused by virtue of (a) the position of the seat and/or (b) the actions of other spectators.

10.3 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/resale facility, including, without limitation, any liability relating to any problem with, suspension of or termination of such ticket resale or forwarding, 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.

## 11. Data Protection

11.1 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 Premier League's privacy policy, which can be found here <https://www.premierleague.com/privacy-policy>.

11.2 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.

11.3 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 Terms and Conditions or the Conditions of Entry and may also be used in accordance with the Club's CCTV and Imaging Policy.

11.4 You agree that Cup Matches and 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 or Cup Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Cup Matches or Matches.

## **12. Equality and Diversity**

- 12.1 In accordance with the guidance detailed within the Equality Act 2010, the Club is committed to ensuring all supporters are treated with equality and respect at all times. The Club acknowledges its duties and responsibilities as defined by the Equality Act 2010 to ensure that supporters and anyone connected with the Club is protected from discrimination, harassment and victimisation. The Club expects all supporters to share this commitment and requires that their behaviour reflects this at all times. The Club reserves the right to eject and subsequently remove the Season Ticket of any supporter found to behave in a manner that does not adhere to the above and the Club may seek further action, such as a ban, for those involved or reporting the matter to the Police.
- 12.2 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.
- 12.3 In accordance with the Equality Act 2010 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.

## **13. Safeguarding and Welfare**

- 13.1 You acknowledge the Club is committed to safeguarding vulnerable groups 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, or adult at risk.
- 13.3 You acknowledge that the Club has in place a Safeguarding Policy to ensure as far as reasonably practicable all staff, players, volunteers, contractors, partners and guests are treated appropriately, respectfully and safely.
- 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 safeguarding 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, 13.2 or 13.3, 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 16 (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 18 (eighteen), you acknowledge that the accompanying responsible person aged 18 (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 they are accompanying must also leave the Ground, unless that presents an immediate safeguarding risk to that child, in which case 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.

#### 14. Force Majeure

- 14.1 In the event of the Club being prevented or delayed at any time from performing any of its obligations under these Terms and Conditions 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, 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 but 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:

14.1.1 the period or periods of continued existence of the Force Majeure Event; and

14.1.2 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.

- 14.2 In the event that a Force Majeure Event prevents the Club permanently or seasonally from performing its obligations under these Terms and Conditions, 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.

#### 15. General

- 15.1 The Club reserves the right to change these Terms and Conditions 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 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy.
- 15.4 The Conditions of Entry, including any schedules hereto 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 Conditions of Entry which is not set out therein.
- 15.5 If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and any provision of the Ground Regulations, the relevant provision of these Terms and Conditions shall take precedence.
- 15.6 Notwithstanding any other provision in these Terms and Conditions and except for any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 ("**Act**") to rely on or enforce any term of these Terms and Conditions. Nothing in these terms of conditions shall affect any right or remedy of a third party that exists or is available other than because of the aforementioned Act.
- 15.7 These Terms and Conditions 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).





## Schedule

### Cup Scheme Terms and Conditions

These terms and conditions shall apply in addition to the Conditions of Entry.

#### 1. Eligibility

- 1.1 All individuals who hold a Season Ticket are eligible to enter the Cup Scheme.
- 1.2 You may apply to join the Cup Scheme of your choice, for each individual Domestic Cup Competition and/or European Competition.
- 1.3 A Season Ticket alone does not guarantee your seat at a Domestic Cup Competition and/or European Competition. You must have separately opted to join the Cup Scheme when you purchase your Season Ticket.
- 1.4 Admission to the Cup Scheme this Season, does not guarantee admission to the Cup Scheme in any future season.
- 1.5 For Platinum Club bond holders, there is no requirement to apply for a Domestic Cup Competition as admission is included within the terms of your bond. However, European Competition is **not** included, therefore you must enrol in the Cup Scheme for European Competition to attend UEFA Matches.

#### 2. The Cup Scheme

##### ***Domestic Cup Competition only***

- 2.1 If you are accepted onto the Cup Scheme (at the Club's sole discretion) for any Domestic Cup Competition, you commit to purchasing a ticket to every home Cup Match at the Ground for the relevant Domestic Cup Competition that you applied for. The seat will ordinarily be the seat you purchased for your Season Ticket, subject always to the Club's right to relocate you under these Terms and Conditions.
- 2.2 Acceptance under paragraph 2.1 above entitles you to purchase 1 (one) ticket to each Cup Match in a Domestic Cup Competition. You are not entitled to purchase more than 1 (one) ticket.
- 2.3 You authorise the Club to automatically collect payment for the relevant Cup Match in the relevant Domestic Cup Competition, using the payment details provided to the Club when purchasing your Season Ticket. Payment will be taken within 7 (seven) days of the announcement of the date for the relevant home Cup Match fixture. The Club will not provide to you advance notice of such payment and shall not be liable to you for any charges levied by any bank as a result of the Club collecting payment in this way.

##### ***European Competition only***

- 2.4 If you are accepted onto the Cup Scheme (at the Club's sole discretion) for any European Competition, you commit to purchasing 1(one) ticket as follows:



2.4.1 at all UEFA Matches in the Group Stage of a European Competition; and

2.4.2 at any UEFA Match in a Knockout Stage thereafter, where relevant, **provided that** you opted in and paid for the Group Stage and (if applicable) for each of the UEFA Match(es) in the Knockout Stage immediately preceding it;

subject in each case to receipt of payment of the additional charges.

2.5 The seat to be allocated to you will ordinarily be the seat you purchased for your Season Ticket, subject always to the Club's right to relocate you under these Terms and Conditions.

2.6 Acceptance by the Club under paragraph 2.4 above entitles you to purchase 1 (one) ticket only to each UEFA Match in the Group Stage or Knockout Stage of the relevant European Competition. You are not entitled to purchase more than 1 (one) ticket.

2.7 You authorise the Club to automatically collect payment using the payment details provided to the Club when purchasing your Season Ticket.

2.8 Payment for the first UEFA Match of the initial Group Stage of the UEFA Champions League will be taken 3 (three) working days after the opt-in for the Cup Scheme closes, and payment for the following 2 (two) UEFA Matches in the Group Stage will be taken on 25 August 2023 (or as otherwise notified to you in writing by the Club). For subsequent UEFA Match(es) in the Knockout Stage, payment will be taken within 7 (seven) days of the announcement of the Club's qualification for that UEFA Match in the Knockout Stage of the relevant European Competition.

2.9 The Club will not provide to you advance notice of such payment and the Club shall not be liable to you for any charges levied by your banking provider arising out of or in connection with the Club collecting payment in this way.

### 3. General

3.1 No refunds shall be issued for payments collected.

3.2 If for any reason your payment is not received by the Club, you will have 48 (forty-eight) hours to ensure that the Club is in full payment for the relevant Cup Match, and to remain in the Cup Scheme. Should payment not be received within that 48 (forty-eight) hour window, the Club reserves its right to terminate your membership to the Cup Scheme and offer the tickets out to general sale. If payment is not received, under no circumstances will you be permitted entry to the Cup Match, and paragraph 3.4 below shall apply.

3.3 Once payment has been received, a digital ticket for each Cup Match you have paid for will be emailed to you, which you must add to your smartphone's wallet. If you have, by arrangement with the Club, a hard copy Season Ticket, the Club will issue to you a hard copy ticket for the relevant Cup Match, on request, for the relevant Cup Match

3.4 You may opt out of the Cup Scheme at any time during the Season by contacting our Box Office team: [boxoffice@nufc.co.uk](mailto:boxoffice@nufc.co.uk). Once you have opted out of the Cup Scheme, you may not re-apply for the following season. For example, if you opt out of a Domestic Cup



Competition and/or European Competition for Season 23/24, you will not have the opportunity to opt in until Season 25/26.

- 3.5 The Club does not guarantee that any individual shall be able to enter the Cup Scheme in any particular season offered by the Club.