

**SOUTHAMPTON FOOTBALL CLUB LIMITED (the "Club")**  
**SEASONCARD AND TICKET TERMS AND CONDITIONS**

The following Terms and Conditions apply to your purchase and/or use of a Seasoncard, Membership and/or Ticket for the 2020/21 season. The Club reserves the right to amend these Terms and Conditions and where the Club does so, we will inform you of the changes that apply and the date they take effect. The purchase or use of the Seasoncard, Membership and/or Ticket in any way constitutes acceptance by the Holder of these Terms and Conditions. Failure to comply with the Terms and Conditions may result in the Club refusing admission or removing any person in breach of these Terms and Conditions.

In particular, we ask you to note the following:

- The date and kick-off time of each Match is subject to change. The Club shall have no liability to you if a Match is re-arranged, save that you shall be entitled to use your Ticket/Seasoncard to attend the re-arranged Match.
- Tickets, Memberships and Seasoncards shall not be transferred or resold under any circumstances, save where expressly permitted by the Club in its absolute discretion.
- Tickets, Memberships and Seasoncards are non-refundable, except where otherwise set out in these Terms and Conditions.
- In accordance with the Ground Regulations, a child under the age of two (2) years old will not be allowed admittance to the Ground.
- If you are unhappy with any aspect of the Seasoncard or Ticket, please contact the Club's supporter relations team by email on [supporterrelations@saintsfc.co.uk](mailto:supporterrelations@saintsfc.co.uk) who will endeavor to respond within two (2) working days.

## 1. DEFINITIONS

**Away Match Ticket:** A printed paper ticket or any other form of ticket (and/or any rights arising out of or in connection with any of the foregoing) for admission to a Match at a football stadium at the Ground in support of any team other than the Club;

**Concession:** Supporters aged 65 years or over on or before 1 August 2020 and Young Adults aged between 18-21 years on or before 1 August 2020, proof of age required at time of purchase;

**Guest or Enabler:** A relative, friend, colleague and/or companion to the disabled supporter who would be entitled to purchase a Ticket under the Terms & Conditions of Entry;

**Ground:** St. Mary's Stadium, Britannia Road, Southampton SO14 5FP and all locations owned, occupied or utilised by the Club;

**Ground Regulations:** 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;

**Holder:** The recipient of the Seasoncard or Membership or a person in possession of the Ticket.

**Home Match Tickets:** A printed paper ticket or any other form of ticket (and/or any rights arising out of or in connection with any of the foregoing)

for admission to a Match at a football stadium at the Ground in support of the Club. This is an alternative to the Seasoncard as a form of entry to the Ground, and is used by supporters not in possession of a Seasoncard;

**Junior:** Supporters under the age of 18 years on or before 1 August 2020;

**Match:** Premier League football match, League Cup match (or as amended from time-to-time), FA Cup match, UEFA Champions League match, UEFA Europa League match, Youth Team match or any friendly match in which the Club participates and that takes place at the Ground during the 2020/2021 season as designated upon the Ticket to which these Terms and Conditions apply;

**Material:** any audio, visual or audio-visual material or any information or data

**Nominee:** A person who has been granted use of a Seasoncard or Ticket by the Holder;

**Seasoncard:** means the Seasoncards issued to Season ticket Holders which act as a ticket to all Premier League home Matches at the Ground;

**Terms and Conditions:** These terms and conditions;

**Terms & Conditions of Entry:** Each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League, and The

Football League, the Ground Regulations, and the Terms and Conditions;

**the Club:** Southampton Football Club Limited;

**The Ticket Office:** The address for any Ticket enquiries: The Ticket Office, Southampton

Football Club Limited, St. Mary's Stadium, Britannia Road, Southampton SO14 5FP;

**Ticket:** A Home Match Ticket (and a Away Match Ticket, where the context applies); and

**Visiting Club:** The football club playing against the Club.

## **2. Interpretation and Application**

2.1 The Club sells and issues tickets for Matches at the Ground on the following Terms and Conditions only. By applying for, purchasing or accepting the issue of a Ticket, Membership and/or Seasoncard or entering the Ground, any Holder shall be deemed to have accepted these Terms and Conditions. Any Guest(s) or Enabler shall be subject to the Terms and Conditions as if he/she were the official Ticket Holder.

2.2 The Seasoncard and/or Ticket Holder is subject to the Terms and Conditions of Entry. The Ground Regulations are available for inspection at the Club.

2.3 If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and/or the Ground Regulations, the relevant provision in these Terms and Conditions shall take precedence.

## **3. Purchasing and Use of Seasoncards**

3.1 Seasoncards are for the use of supporters of the Club only; by applying for a Seasoncard and/or using the same you warrant that you are a supporter of the Club. The Seasoncard admits the Holder named thereon entry for 19 home Premier League Matches only played by the Club at the Ground and is not refundable or transferable (and no rights arising out of or in connection with it are transferable or refundable) to any other person.

3.2 Entry to all home cup ties is excluded. Where possible, at the discretion of the Club (and in accordance with the requirements of the Police and Licensing Authorities) there will be a Seasoncard Holder presale prior to public sales for any non-Premier League home Matches. Details of sale dates will be published on Matchdays and on the Club website ([www.southamptonfc.com](http://www.southamptonfc.com)). Please note that the Club is not able to guarantee that a Seasoncard Holder's seasoncard seat will be available for any home cup ties.

3.3 For certain non-Premier League home Matches:

- i) the Club reserves the right to make all or any seating area inside the ground unreserved and Seasoncard Holders may not be able to purchase their own seat; and
- ii) in order to comply with competition and health and safety regulations it may not be possible for the Club to offer all Seasoncard Holders the opportunity of purchasing their seat.

In these eventualities, the Club will endeavour to offer those Seasoncard Holders the nearest available seat (subject to availability).

3.4 The Club will offer a three-month instalment option (0% interest and no fees) for the purchase of 2020/21 Seasoncards. Where this option is selected payment of the price of the Seasoncard must be made as follows:

- i) 30% of the price of the Seasoncard at point of sale;
- ii) 35% on 31 August 2020; and
- iii) 35% 30 September 2021.

Payment will be taken automatically (where possible) on the above dates by the card with which the first payment is made. In the event that payment fails the Seasoncard Holder will be informed

and the Seasoncard will be withheld and/or blocked until payments have been made in accordance with the above. Any credits on the Seasoncard Holders account will be applied at the date that the next amount is charged in accordance with the above (and the amount charged will be reduced accordingly). Full details on the instalment plan will be displayed or discussed with you at point of sale.

- 3.5 Both male and female applicants for Seasoncards who are sixty-five (65) years old on or before 1 August 2020 shall have the right to apply for or renew their Seasoncards at the advertised concession rate.
- 3.6 This Seasoncard shall take effect in respect of the 20120/21 season only. The Club reserves the right to withhold a Seasoncard from any person as it sees fit.
- 3.7 All Seasoncards purchased online will be subject to a £1.25 booking fee per Seasoncard. All Seasoncards purchased over the telephone will be subject to a £2.50 booking fee per Seasoncard.
- 3.8 Any Seasoncard Holder wishing to upgrade their Seasoncard for a particular Match may do so at the discretion of the Club's Ticket Office. Fees will apply.

#### **4. Special provisions regarding Seasoncards in light of COVID-19**

- 4.1 Due to the final four Premier League Home matches of the 2019/20 season being played behind closed doors, 2019/20 Seasoncard Holders will have 4/19s of the price of their Seasoncard added to their Club ticketing account automatically as a credit and may be applied against the price of their Seasoncard renewal. Alternatively, 2019/20 Seasoncard holders may:
  - i) donate this amount to Saints Foundation (SFC) by completing this form: [link]. Following completion of the form the credit will be removed from the Seasoncard Holder's account and passed to Saints Foundation. Please note that if the credit is used prior to being removed and transferred, the donation will not be completed; or
  - ii) request a direct refund by completing this form: [link]. Please note that all refund requests will be compiled and those requesting refunds will be contacted in batches from August 2020 for further details required to complete the refund. Once the refund has been processed the Credit will be removed from the individual's account. In the event that the Credit is used prior to the refund being completed, no refund shall be made.
- 4.2 Adult 2019/20 Seasoncard Holders who renew their seasoncard for the 2020/21 season, using the credit applied to their account per 4.1 above, prior to 1 September 2020 will have the option to select one of the following vouchers:
  - i) one gift voucher worth £35 for use in the Southampton FC Megastore, Saints Store or on [www.southamptonfc.com/store,prior](http://www.southamptonfc.com/store,prior) to 1st October 2020 (may not be used to purchase official 20/21 Southampton FC replica kit); or
  - ii) One voucher for free shirt printing & badges on two Southampton FC replica shirts (voucher may only be used in one transaction); or
  - iii) one voucher for a £35 discount on the price of any Club 2020/21 matchday hospitality package (please note that any hospitality package will be subject to the Club Hospitality ticketing term); or
  - iv) one voucher for £35 off the price of away travel (please note that this voucher may be used for a maximum £5 reduction of the price of away travel for a maximum of 7 matches during the 2020/21 season); or
  - v) one voucher for one free stadium tour for one adult and one child, to be used before the end of the 2020/21 season.

The Seasoncard Holder will be able to select the voucher they wish to receive via a link in the email confirming their purchase of a 2020/21 Seasoncard.

- 4.3 The Club have committed to refunding Seasoncard Holders for any Premier League matches which are played behind closed doors or with limited capacity (provided that the Seasoncard Holder was unsuccessful in the process mentioned in 4.4 below) during the 2020/21 season due to COVID-19 restrictions. The Club shall endeavour to refund a pro rata amount of the price of the Seasoncard Holder's Seasoncard in respect of the relevant match. In the event that the Club is not able to process such refund for any reason, the amount of the refund shall be added to the Seasoncard Holder's account as a credit.
- 4.4 In the event that a Premier League match is to be played with a limited capacity, the Club shall announce the methods of selection and/or process for qualification at the time of announcement. Priority will be given to Seasoncard Holders in this process subject to availability. Please note that the Club cannot guarantee that where a Seasoncard Holder is successful in the method of selection/process for qualification they will be able to sit in their chosen seat.

## **5. Issue of Match Tickets**

- 5.1 Home Match Tickets are for the use of supporters of the Club only. By applying for the Home Match Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club and/or that you are not a supporter of the Visiting Club.
- 5.2 Away Match Tickets are for the use of supporters of the Visiting Club and neutrals only. By applying for an Away Match Ticket you hereby warrant and represent that you are a supporter of the Visiting Club and/or that you are not a supporter of the Club.
- 5.3 In accordance with the Ground Regulations, any individual who is found to have entered any part of the Ground which is designated for the use of any group of supporters to which the individual does not belong (i.e. a home supporter in an away area or vice versa) may be ejected from the Ground and no refund will be given.
- 5.4 The Club reserves the right (at its sole discretion) to charge the following fees in addition to the Ticket price:
- i) a £5 match day premium for each Ticket purchased on the day of the Match;
  - ii) £1.25 booking fee for each Ticket purchased online;
  - iii) a £2.50 booking fee for each Ticket purchased over the telephone; and
  - iv) a £1 fee per transaction for posted.
- 5.5 The Club reserves the right to change or amend Ticket prices at any time.

## **6. Seasoncard seat transfers**

- 6.1 Seasoncard seat transfers and relocations can be made anytime during the renewals process into any available seats. If a Seasoncard Holder has not renewed their Seasoncard prior to 1 September 2020 (which date the Club reserves the right to changes in its sole discretion) their Seasoncard seat will be released and made available to other Seasoncard and Ticket purchasers. After 1 September 2020 Seasoncard Holders will have the option, within a specified time, to choose alternative available seats. Further details on the transfer of seats for Seasoncard Holders will be published by the Club in August 2020.
- Seat transfers are subject to availability and only a limited number of seat transfers will be actioned in any one season. No further transfer requests during the course of the season will be actioned, except in exceptional circumstances. All seat transfers are at the sole discretion of the Club and will be subject to a £10 administration fee per seat.

- 6.2 The Club reserves the right to relocate the Holder or Nominee/Seasoncard to any other seat in the Ground at any time.

## **7. Online (Web) Tickets and Seasoncard Sales**

- 7.1 When you submit your order, you are offering to buy tickets/Seasoncards at the price stated in accordance with these Terms and Conditions which, if accepted by the Club, will result in a binding contract.
- 7.2 It is your responsibility to ensure the information is correct before completing the order. Payment will be taken by clicking the 'confirm' button.
- 7.3 The Club will send a confirmation email on receipt of your order. This is an acknowledgement that the Club has received the order. The contract between the Club and the Seasoncard Holder/Ticket Holder will not be formed until we dispatch the tickets to the address as stated in your order.
- 7.4 Whilst the Club try to ensure that pricing and ticketing information on our website is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the Ticket or Seasoncard you have ordered, the Club will inform you as soon as possible, and give you the option of reconfirming your order at the correct price/specification or cancelling it. If the Club is unable to contact you, the Club will unfortunately have to treat the order as cancelled. If the order is cancelled, the Club will provide a full refund.

## **8. Admission to the Ground**

- 8.1 The Ticket and/or Seasoncard permits the Holder to occupy at the Match the seat indicated on the Ticket and/or Seasoncard or such other alternative seat of equal value as the Club may, from time to time, allocate to the Holder at its reasonable discretion.
- 8.2 All access to the Ground pursuant to the Ticket and/or Seasoncard 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).
- 8.3 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Ticket and/or Seasoncard in any subsequent Match or season.
- 8.4 Save as set out in clause 8.5 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the Premier League and/or the Club. In addition the Club reserves the right to eject you from the Ground in circumstances where you breach this paragraph 8.4.
- 8.5 Mobile telephones are permitted within the Ground PROVIDED THAT (a) they are used for personal and private use only; and (b) no material that is captured by a mobile telephone or other mobile devices may be published or otherwise made available to any third parties including, without limitation, via social networking sites.

- 8.6 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 8.4 above, or pursuant to clause 8.5 above, or otherwise) is hereby assigned to the Premier League and the Club, 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 and the Club absolutely and with full title guarantee.
- 8.7 Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear or display in the Ground any sponsorship, promotional or marketing materials.
- 8.8 Without prejudice to the representation at paragraph 8.7 above, and in light of the Seasoncard Holders being grouped together in designated areas, any attempt to gain access to the Ground using a Home Match Ticket or Seasoncard 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.
- 8.9 Supporters with an Enabler Seasoncard cannot enter the Ground without the Disabled Supporter their Seasoncard or Ticket is paired with. If the Disabled Supporter is not attending, the Enabler can pay an upgrade fee at the Ticket Office in order to gain access to the Ground. Please note that Enabler Seasoncard Holders will not accrue credits or qualify for priority Ticket access independently of the Disabled Supporter.
- 8.10 On Match days, supporters are requested to be within the Ground no later than thirty (30) minutes prior to kick-off of the Match. This ensures that in the unlikely event of any problems, they will be dealt with before the Match commences.
- 8.11 The Club reserves the right to refuse entry to the Ground where the Seasoncard Holder has an outstanding debt to the Club.

## **9. Use of Ticket and/or Seasoncard**

- 9.1 Tickets and/or Seasoncards are issued for the Holder's sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Seasoncard and/or Ticket or benefit of the same to any other person without the prior written consent of the Club. If the ticket is resold or transferred without the prior written consent of the Club, it will become void and the Holder will be refused entry to or ejected from the Grounds for that Match and/or any subsequent Matches. A transfer may be authorised by the Club in the Club's absolute discretion and providing 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. Such resell or transfer will be subject to these Terms and Conditions.
- 9.2 If you change your address during the season you must notify the Club as soon as reasonably practicable by logging into their online account located at [www.southamptonfc.com](http://www.southamptonfc.com).
- 9.3 You shall not use the Ticket and/or Seasoncard for any commercial purpose.
- 9.4 The reference in clause 9.1 to selling the Seasoncard and/or a Ticket includes: (a) offering to sell a Seasoncard and/or Ticket (including, without limitation, via any website or online auction

site); (b) exposing a Seasoncard and/or a Ticket for sale; (c) making a Seasoncard and/or Ticket available for sale by another person; (d) advertising that a Seasoncard and/or Ticket is available for purchase; (e) offering the Seasoncard and/or Ticket as a prize in any promotion or competition; (f) transferring, lending or selling a Seasoncard and/or Ticket to any third party as part of a hospitality or travel package; and (g) giving (or offering to give) a Seasoncard and/or Ticket to a third party 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.

- 9.5 The unauthorised sale or disposal of a Home Match Ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. Should the Club become aware that a Home Match Ticket has been sold, or disposed of illegally it will notify the Police 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.
- 9.6 If more than one Ticket is issued to you, one Ticket must be retained by you, for personal use (subject to the provisions below) and the remainder may be transferred to your Guest(s) for his/her/their personal use only PROVIDED THAT such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket, and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer to any Guest will be subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under paragraph 15) apply to and bind each Guest as if he/she was the original purchaser of the Ticket (and you must inform the Guest(s) of this). You will provide the name and address of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any Police officer. In the event that you and/or your Guest(s) are unable to use any Ticket then you may transfer that Ticket(s) to a natural person who is known to you personally and who would be entitled (under the Terms & Conditions of Entry and otherwise) to purchase such Ticket and attend such Match PROVIDED THAT such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket, and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer will be subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under paragraph 15) apply to and bind the transferee as if he were the original purchaser of the Ticket (and you must inform the transferee of this). You will provide the name and address of the transferee when asked to do so by any official, steward or employee of the Club and/or any police officer.
- 9.7 The Seasoncard and/or Ticket will remain the property of the Club at all times and as such must be produced together with evidence of your identity if requested 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 Seasoncard and/or Ticket at any time.
- 9.8 Any Seasoncard and/or 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 card and/or Ticket shall be nullified. Any person seeking to use a Seasoncard and/or Ticket in breach of the Terms and Conditions of Entry in order to gain entry to the Ground or remain at a Match may be considered to be a trespasser and may be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her Seasoncard and/or Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this paragraph

9.8, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of a Seasoncard and/or Ticket.

9.9 The Club reserves the right to refuse to sell a Ticket to any persons it considers unsuitable, under these Terms and Conditions.

## **10. Family Areas Seasoncard**

10.1 There must be at least one (1) Junior Seasoncard Holder and one (1) Adult Seasoncard Holder per group, and a maximum of two (2) Adults to one (1) Junior or one (1) adult per two (2) juniors in their group to access the Family Areas. Failure to comply with these requirements may result in the Club restricting use of such Seasoncards.

10.2 Under 11s tickets at £19 are only available with a paying adult. An enabler ticket does not class as a paying adult. A maximum of two Under 11s tickets at £19 are available per paying adult.

10.3 In order to maintain the safety and security of young patrons, the Club suggest that Junior Ticket Holders are accompanied to matches by a responsible Adult, but nevertheless insist that any person who is fourteen (14) years of age or under must under be accompanied by a responsible Adult at all times.

10.4 For non-Seasoncard home Matches, the Club cannot guarantee that the Family Area will be in operation.

## **11. Junior & Concession Seasoncards**

11.1 Junior and Concession applications must be accompanied by a photocopy of a passport or birth certificate. The following concessions apply to the purchasing of Seasoncards.

Junior Under 11	Available to persons under eleven (11) years of age as at 1 August 2020
Junior Under 18	Available to persons under eighteen (18) years of age as at 1 August 2020
18-25	Available to person aged over seventeen (17) and under twenty-six (26) years of age as at 1 August 2020
Senior	Available to persons over 65 years of age as at 1 August 2020

11.2 Any supporter entering the Ground on an ineligible concessionary Seasoncard will have the Seasoncard withdrawn and no refund will be given on Matches remaining in the season. The Club reserve the right in such cases to block the Seasoncard and pursue a criminal prosecution.

11.3 Evidence of level of disability and, if applicable, requirement for an Enabler, must be provided at the Club's Ticket Office annually, failure to present this will result in the Seasoncard becoming inactive. A full list of the documents accepted can be found at [www.southamptonfc.com](http://www.southamptonfc.com).

11.4 In accordance with the Ground Regulations, a child under the age of two (2) years old will not be allowed admittance to the Ground. A child under four (4) years old (three (3) years and under) will be allowed admittance if that child is aged at least two (2) years old and can sit unaided in a seat safely without assistance in the opinion of the senior safety steward, having cleared this with the Matchday Safety Officer.



## **12. Premier League Away Games**

- 12.1 No guarantee of allocation can be given to Holders in respect of Matches played at other club grounds and the Club reserves the right to not offer refunds on Away Match Tickets if the Club's allocation is offered on a no-return basis.
- 121.2 If a Match is rescheduled, refunds can only be processed if written notice of the cancellation is received within 5 days of the rescheduled fixture date being published. In the event that Tickets have already been issued, they must also be returned within 5 days of the rescheduled date being published. Details of rescheduled matches will be published on the Club website at [www.southamptonfc.com](http://www.southamptonfc.com) and on the matchday broadcasts.
- 121.3 The Club will not be responsible for Tickets lost in the post and under NO circumstances will replacement Tickets be issued or refunds given.
- 121.4 Fixture dates are subject to change and not in the control of the Club. The Club will accept no responsibility for additional charges incurred, e.g. travel costs.

## **13. Cup Semi Finals, Final and Matches Played at Other Stadiums**

- 13.1 In the event that progression is made to a Semi Final or Final round of a competition, priority will be given in the first instance based on attendance of Holders at previous games in that season.
- 13.2 Please note that the Club will not be responsible for Tickets lost in the post and under NO circumstances will replacement tickets be issued. Arrangements may be made so that you can elect to have your Tickets for these Matches delivered by registered post. A £5 charge will be added for such requests. Specific details will be announced once Ticket sale arrangements have been determined.
- 13.3 Fixture dates are subject to change and not in the control of the Club. The Club will accept no responsibility for additional charges incurred, e.g. travel costs.

## **14. Official Memberships**

- 143.1 Official Memberships for the 2020/21 season are valid from the point of purchase until 31 May 2021. Any benefits associated with the Official Membership cease on this day.
- 14.2 Official Memberships cannot be sold, transferred or refunded once purchased.
- 14.3 Any reductions on the cost of match tickets linked to Official Membership are at the discretion of the Club and such details will be announced in the match ticket information listed on the Club's website.
- 14.4 The Club reserves the right to amend the benefits of Official Membership at any time provided the Club does not decrease the value of the benefits in its sole discretion.
- 14.5 For those who have an Official Membership and purchase matches, access to the match will be added to your Official Membership card and should be used to scan for Ground entry at the relevant match. Paper Tickets will not be available.
- 14.6 If, in the Club's opinion, an Official Membership card is entirely lost, stolen, damaged or destroyed, a replacement card shall be issued by the Club as soon as reasonably practicable, subject to a non-refundable replacement fee of £25.00. The original card will be automatically cancelled and will not permit access to the Ground from the date of cancellation.

14.7 The Club reserves the right to require a booking history for certain matches and in this event, Official Membership cannot be used to buy such tickets.

## 15. Changes to dates, refunds and exchanges

15.1 All Matches are organised and played in accordance with football regulations. **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.** The Club shall however make reasonable endeavours to publicise any fixture changes as far in advance as possible (including via the Club website) and the Club recommends that Ticket Holders visit the Club website on a regular basis in order to check the latest dates and times of Matches.

15.2 Except at the sole discretion of the Club and as otherwise permitted by law, once a Ticket or Seasoncard has been purchased the Ticket Holder shall not be entitled to cancel their Ticket and (save where expressly set out in these terms and conditions) no refunds shall be given by the Club for any Matches unattended. In particular, the following should be noted:

- a. the dates and times of all of the Club's Matches to be held at the Ground during the Season are subject to alteration on a regular basis and the Club shall have no liability whatsoever to Ticket Holders in respect of any such alterations. The Club shall however make reasonable endeavours to publicise any fixture changes as far in advance as possible (including via the Club website) and the Club recommends that Ticket Holders visit the Club website on a regular basis in order to check the latest dates and times of matches.
- b. matches can be abandoned or postponed (for example, due to weather conditions or unforeseen events) and the Club shall have no liability whatsoever to a Ticket Holder if the Match is abandoned or postponed. Ticket Holders shall however be entitled to attend any re-arranged version of such Match.
- c. In the extremely unlikely event that the Match is cancelled and not subsequently re-arranged, the Ticket Holder will be entitled to a refund (not exceeding the price of the Ticket).
- d. In the event that a match is abandoned after spectators have been admitted to the Ground but before kick-off, the Holder of the Ticket will be entitled, upon application in such form as the Club stipulates, to entry free of charge to the rearranged Match.
- e. If the Match is abandoned after kick off the Holder of the Ticket will be entitled to purchase upon application in such form as the Club stipulates, a Ticket at half price for the rearranged Match.
- f. Where a Match is postponed or abandoned after kick-off, a Seasoncard Holder unable to attend the rearranged playing of the Match shall be entitled to a refund of:
  - I) sixty percent (60%) of the proportion of the Seasoncard fee and booking fee (if any) that corresponds to that Match if the Match is postponed or abandoned before the commencement of the second half; or
  - II) forty percent (40%) of the of the proportion of the Seasoncard fee and booking fee (if any) that corresponds to that Match if the Match is postponed or abandoned between the commencement of the second half and the completion of the Match.

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.

15.3 In respect of Home Matches, a number of Matches may be required to be rescheduled to accommodate live television broadcasts and European matches. No guarantees can be given by the Club that a Match will take place at a particular time or a particular date. A Seasoncard Holder will be entitled to attend the re-arranged match. 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 costs. In the event of a postponement or abandonment of the Match (or if the Match has, for any reason, to be played out of view of the public), the Holder will be entitled upon application, to receive a full refund or receive the equivalent ticket for the subsequent rearranged Match via such application procedure as the Club stipulates. The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of equipment, loss of enjoyment or accommodation/ travel costs. A Holder with a Seasoncard will only be entitled to attend the re-arranged Match.

- 15.4 Where a Match is postponed or abandoned before kick-off, a Seasoncard Holder unable to attend the rearranged playing of the Match shall be entitled to a refund of the proportion of the Seasoncard fee (if any) that corresponds to that Match.

## **16. Lost or stolen Seasoncards and/or Tickets**

- 16.1 The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Ticket. Seasoncard Holders must produce their Seasoncard in order to gain admission to the Ground for all Premier League home Matches and Tickets for all other Matches. Ticket Holders must present the Ticket in its entirety at the Match.
- 16.2 In the event that you forget your Seasoncard 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, at the Club's discretion, a match-day duplicate ticket is issued to the Holder, a non-refundable administration charge of £5.00 will be payable by the Holder.
- 16.3 If, in the Club's opinion, a Seasoncard is entirely lost, stolen, damaged or destroyed, a replacement Seasoncard shall be issued by the Club as soon as reasonably practicable, subject to a non-refundable replacement fee of £25.00. The original Seasoncard will be automatically cancelled and will not permit access to the Ground from the date of cancellation.
- 16.4 Should any Seasoncard, when applied for, not arrive in the post after purchase, the Holder will be required to sign a form stipulated by the Club confirming this and undertaking to immediately return the original Seasoncard to the Club should it come into the Holder's possession at any time before or after a duplicate Seasoncard has been issued. The original Seasoncard will become null and void. There will be no charge for the issue of a duplicate Seasoncard in this instance.

## **17. Cancellation & Withdrawal of Seasoncard**

- 17.1 Further and without prejudice to any other rights or remedies it may have, the Club shall have the right in the case of any serious breach or persistent breach of the Terms and Conditions of Entry by the Holder to cancel and withdraw in its entirety the Seasoncard. In the event of such cancellation, no refund will be paid in respect of the unexpired portion of the Seasoncard.
- 17.2 Without prejudice to the general nature of the above the following actions by the Holder shall constitute a serious breach of the Terms and Conditions of Entry and/or rules and regulations and/or Ground Regulations entitling the Club to take such action in respect of the Holder:
- a. Smoking or use of e-cigarettes within the Ground;
  - b. Persistent standing in seated areas whilst the Match is in progress;
  - c. Sale of or transfer of the Seasoncard or any right arising out of or in connection with it to any person;
  - d. Fighting or engaging in and/or inciting violence;
  - e. Intoxication by alcohol or drugs or being in possession of any illegal substance at the

Ground;

- f. Being in possession of any banner or flag at any time, in whole or in part, which is, or may reasonably be considered to be, offensive, immoral, foul, obscene, abusive or indecent;
- g. Any misrepresentation in relation to in paragraph 3.1 and 4.1 above;
- h. Breach of any Membership;
- i. The deliberate misuse of a Seasoncard;
- j. The supply of any misleading or incorrect information in any application;
- k. 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;
- l. 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;
- m. Entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- n. Sale or transfer of a Ticket or Seasoncard other than as permitted by these Terms and Conditions;
- o. (Whether at the Ground or travelling to or from a Match) (1) the use of foul, obscene, abusive, and/or racist language and/or gestures; (2) the chanting of anything of an indecent or racist nature; and (3) fighting on engaging in and/or inciting violence;
- p. Any breach of the Ground Regulations;
- q. Any similar act or omission concerning or at an Away Match; and
- r. Any failure to pay or default of payment in respect of any sums owing to the Club in respect of a Ticket or Seasoncard.

17.3 The Club may conduct security searches where it has reason to believe that any of the breaches set down in paragraph 17.2 has either occurred or may occur.

17.4 If a Seasoncard Holder is under the age of sixteen (16) years old, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the Terms and Conditions of Entry.

17.5 Any Holder who is a member of or holds any membership in respect or participates in any programme scheme or other relationship with the Club ("Membership"), which may be currently in place or may be in place in the future, shall fulfil the terms of such Membership in their entirety and any failure to do so shall be deemed a breach of these Terms and Conditions.

17.6 In the event that any Ticket and/or Seasoncard is withdrawn or cancelled the Club reserves the right to exclude the Holder of that Ticket and/or Seasoncard from any Membership (as defined in paragraph 17.5) scheme maintained or organised by the Club and/or to disqualify the said Holder from applying for any Ticket or Seasoncard of any nature in the current season and/or in any subsequent season at the Club's discretion. The names and identifying details and/or photographs of any such Holder (including but not limited to any material being personal data as defined under the relevant data protection legislation) may be passed to the police and/or such other appropriate authority as the Club sees fit.

17.7 Any deliberate misuse of a Ticket and/or Seasoncard, including any attempt of any nature which, in the Club's reasonable opinion, constitutes an attempt to defraud the Club, will result in the Holder being ejected from the Ground in respect of the Match at which the same occurs and the entire cancellation and withdrawal of the Ticket. Where the Holder has a Seasoncard, no refund

will be payable to the Holder in respect of any unexpired portion of the same. The Club further reserves its right to take legal action against any appropriate persons as it sees fit in connection with such matters.

## **18. Filming, Photography and taping**

- 18.1 All Ticket and Seasoncard Holders who enter the Ground acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in television 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 Seasoncard 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 Terms and Conditions or the Terms & Conditions of Entry.
- 18.2 If such person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying them into the Ground shall be deemed to have provided consent on their behalf.
- 18.3 All Ticket and Seasoncard Holders agree that the Matches for which Seasoncards or 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.

## **19. Exclusion of Liability**

- 19.1 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.
- 19.2 The Club shall not 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.

## **20. General**

- 20.1 The Club reserves the right in its absolute discretion to change these Terms and Conditions from time to time. In this eventuality, the Club shall notify you should such changes materially affect the rights of any Holder.
- 20.2 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.
- 20.3 You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative 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 [www.tickets.saintsfc.co.uk/PagesPublic/UserControlled/PrivacyPolicy.aspx](http://www.tickets.saintsfc.co.uk/PagesPublic/UserControlled/PrivacyPolicy.aspx)
- 20.4 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.

- 20.5 Notwithstanding any other provision in these Terms and Conditions and with the exception of FIFA, UEFA, The FA, Premier League and the Football League, 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 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 as a result of the aforementioned Act.
- 20.6 These Terms and Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual disputes or claims).