

## **West Ham United OFFICIAL MEMBERSHIP TERMS & CONDITIONS FOR 2019/2020**

### **("Terms and Conditions")**

1. In these Terms and Conditions: "the Club" means West Ham United Football Club; "Ground" means the football stadium and all other locations owned, occupied or utilised by the Club; "Membership" means all memberships including but not limited to Claret Membership and Claret Kids Membership

2. These Terms and Conditions are published and maintained on the Club's website at <https://www.eticketing.co.uk/whufc/staticpages/termsandconditions.aspx> .

### **Purchasing a Membership and Activation**

3. By entering into the Membership Contract (as defined below) you agree to be bound by these Terms and Conditions. Member's match tickets are for the use of supporters of the Club only. By applying for a Membership you hereby warrant and represent that you are a supporter of the Club. Please note that you may be asked to provide proof of address at any point in the application process and/or season. This must be in printed format, i.e., a utility/mobile phone bill or a bank statement and an original document, which will be returned to you in due course photocopies cannot be accepted.

3b) A maximum of five (5) Membership Contracts (as defined below) can be registered per address. If the Club receives more than five (5) applications per one address, you must provide proof of address for every person applying for a Membership Contract before their applications are deemed successful (decided at the Club's sole discretion). You may also be asked to provide proof of ID for every person applying for a Membership Contract.

3c) A maximum of five (5) Membership Contracts (as defined below) can be registered per email address. If the Club receives more than five (5) applications per one email address, you must provide proof of ID for every person applying for a Membership Contract before their applications are deemed successful (decided at the Club's sole discretion).

4. Save as detailed below, Membership Benefits commence immediately on receipt of the confirmation email. Upon joining or renewing Membership, Members will receive a letter of notification, with a Membership card enclosed, which may take up to 4 weeks to deliver for UK Members and up to 6 weeks for overseas Members. All Members will receive a Membership Pack, please note the contents of the pack may vary depending on stock availability. Please note, that you must wait 24 hours for your Membership to activate before you will be eligible to apply for tickets in accordance with these Terms and Conditions.

## **Term and Cancellation**

**5.** Membership is a seasonal membership scheme from 1st June 2019 until 31st May 2020 and constitutes a binding contract between you and the Club ("the Membership Contract"). The Membership Contract starts on receipt of the confirmation email.

**6.1** All memberships are non-refundable. Any requests are only considered in exceptional circumstances at the Club's discretion

**7.** It is the Member's responsibility to inform the Club of any change of name and provide printed proof of the new details. To inform the Club of any change of address please login to 'My Account' at <https://www.eticketing.co.uk/whufc> or contact the ticket office on +44(0)333 030 1966. The Club cannot accept responsibility for non-receipt of Membership Packs or mailings. One duplicate pack may be requested for non-receipt only. After this no further packs will be sent and can be collected only at the London Stadium (agreed date and time to be collected is to be arranged by Ticket Office).

**8.** The cost of Membership is available online at <https://www.eticketing.co.uk/whufc/Memberships/List>

Import duties and local taxes are NOT included in the quoted price of goods being delivered to outside the EU. In this case you will be responsible for the payment of any and all import duties and local taxes including any administration charges upon receipt.

You may pay the Fee in a number of ways:

**(i) Credit/Debit card**

The Fee will be automatically billed against the credit/debit card number that you provide in the registration form. Payment may be made by any of the following credit, debit or prepaid cards: Visa, MasterCard, Visa Delta or Amex.

**(ii) Cash**

You can pay using cash at the Club's Ticket Office in person at London Stadium.

**(iii) Club Cash**

You can utilise Club Cash when purchasing membership online or in person.

We will notify you by email that we have processed your payment of the Fee and inform you that you are a Member. The email message will constitute our acceptance of your Membership application. Our acceptance of your order will be deemed complete and received by you at the time and date we send the email, which time and date is specified on the email. We accept no responsibility for you not actually receiving the email, for reasons outside our control.

**9.** A Member shall be entitled to the benefits upon presentation of the Members Card which vary dependent upon Membership type. All benefits are specified in full

on <https://www.eticketing.co.uk/whufc/Memberships/List>, such benefits being the **"Membership Benefits"**.

## **10. Members Card Reprints**

**10.1** If you inadvertently lose, misplace, damage or destroy your Members Card you should report this to the Club as soon as possible. Contact details are: Telephone: +44(0)333 030 1966, email [ticketoffice@westhamunited.co.uk](mailto:ticketoffice@westhamunited.co.uk) or in person at the Club's Ticket Office at London Stadium. If your Members Card is stolen, you should report this to the police and the relevant crime number should be quoted in all correspondence with the Club. If, in the Club's opinion, a Members Card is damaged, lost, misplaced, stolen or destroyed, a duplicate Members Card shall be issued by the Club as soon as reasonably practicable after the payment of a **£10.00** non-refundable administration charge, unless the Club reasonably believes that you are, or have been, acting in a fraudulent or illegal manner and/or in breach of any Terms & Conditions of Entry.

**10.2** The Club may require you to attend the stadium or another location in person to collect the duplicate Members Card and provide the Club with satisfactory evidence of your identity. **We will not issue more than one duplicate Members Card in any one season under any circumstances.** For the avoidance of doubt, if you lose your duplicate Members Card the Club will suspend your Membership and any associated benefits (as detailed below) until the end of the relevant season, and no refund will be paid in respect of any unexpired portion of the Membership.

**10.3** If you are no longer in possession of your original or duplicate Members Card and Membership has been suspended, then the Club will cancel any pre-purchased tickets and any tickets purchased thereafter. The Club will provide you with a full refund in the sum of the actual price paid for any tickets.

## **11. Benefit Terms and Conditions**

**11.1** Ticket priority on Premier League and Cup fixtures (one per membership). From time to time at the Club's sole discretion we may allow two per membership.

**11.2** Access to the Ticket Exchange once a fixture is sold out, you can purchase seats which have been relisted by Season Ticket Holders

**11.3** £5 discount on official away coach travel

**11.4** Exclusive Claret Member access card

**11.5** All Members receive free access to West Ladies FC Home Games (present access card on entry) and PL2 Matches at London Stadium (subject to availability-Book in advance).

**11.6** Exclusive Gift – Adults, portable charger; Kids – face paint, scarf and A3 poster (all subject to stock).

**11.7** Exclusive monthly competitions; prize draws for signed shirts, memorabilia and money-can't-buy experiences

**11.8** Invite to Junior Hammers party for Claret Kids (subject to availability, book in advance, age restrictions may apply)

## **12. Ticketing**

**12.1** The issue of match tickets by the Club is governed by the Home Match Ticket Terms and Conditions, Away Match Ticket Terms and Conditions and Ground Regulations (as applicable) which are available here:

<https://www.eticketing.co.uk/whufc/Common/CustomerNotice/TermsAndConditions>

**12.2** Eligibility for tickets may require pre-requisite attendance of previous matches. Nothing in these terms and conditions constitutes or implies any guarantee of entitlement to a ticket, seat or access to any area of the Ground. Only one ticket may be purchased per qualifying Membership card.

**12.4** 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 will have no further liability whatsoever relating to any alteration of the time or date of any Match (including but not limited to any postponement or abandonment), including (but not limited to) any direct or consequential loss or damage, loss of enjoyment or travel costs. The Club recommends you visit the Club website on a regular basis in order to check the latest dates and times of Matches.

**12.5** The Club reserves the right to vary the manner or system in which match tickets are to be sold, upon reasonable notice being given. Members aged 16 and under can only attend matches accompanied by an adult with a valid match ticket.

**12.6** If the remittance tendered in payment of Membership or tickets shall be dishonoured or in any other way refused (other than by the Club), the relevant Member shall be liable to pay the Club's administrative charge, which the Club may inform the Member in writing from time to time; and any bank or other similar charge incurred by the Club. As a result, Membership shall be immediately withdrawn.

**12.7** To attend matches as a group, each Member of the group must be Member. Applications for each Member's ticket may be made by one Member on behalf of the rest of the group whether by telephone or online. A maximum of six tickets may be applied for per group booking (any persons/group wishing to purchase more than 6 tickets should contact the Club's Ticket Office directly). Only one Membership is permitted per person.

**12.8** Season Ticket Holders are entitled to purchase additional match tickets by purchasing a Membership but a new client reference number must be created for the Season Ticket Holder's Membership.

**12.9** In the event that you forget your Membership Card 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. The Club will issue up to a maximum of three (3) duplicate match day ticket reprints only ("Reprints") to Members in any one season. Please note that the Club may require you to attend the stadium or another location in person to provide proof of identity at any point when requesting or collecting Reprints. The Club reserves the right to withdraw the option for Members to request Reprints at any time, without notice and without any liability whatsoever.

**13.** Without prejudice to any other remedies it may have, the Club shall have the right in the case of any serious or persistent breach of these Terms & Conditions to cancel and withdraw your Membership. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Membership. Without prejudice to the general nature of the above, the following actions shall constitute serious breach of the Terms & Conditions:-

- (i) smoking within any part of the Ground;
- (ii) persistent standing in seated areas whilst a match is in progress;
- (iii) sale or transfer (save as permitted) of your Membership to any person;
- (iv) deliberate misuse of the Membership;
- (v) the supply of any misleading or incorrect information in any application including date of birth;
- (vi) persistent swearing during a match;
- (vii) the throwing of any object within the Ground without lawful authority or excuse;
- (viii) the chanting of anything of an indecent, racist and/or discriminatory nature
- (ix) breach of the terms of any Membership;
- (x) being or appearing to be drunk or intoxicated within the Ground;
- (xi) without prejudice to any of the foregoing, any other breach of the Ground Regulations or Match Ticket Terms and Conditions.

**14.** The Club is committed to preventing discrimination in all its fields of operation and within its stadium, providing an environment free from racial or homophobic abuse, harassment, bullying and victimisation. Any Member engaging in such abuse or harassment will have their Membership confiscated and be banned from attending future games involving the Club. No refunds will be issued. In the event that your Membership is withdrawn or cancelled, the Club reserves the right to exclude you from any Membership scheme maintained or organised by the Club and/or to disqualify you from applying for any match ticket at its discretion. The Club reserves the right to suspend the use of the Members Card and all associated benefits for a period of time or to withdraw its use in the event of misuse or if abused in any way or in the event of a breach of any of the terms and conditions and Club regulations; or in the event of any abusive, dangerous or other unacceptable behaviour by the Member, or if the Member is prohibited by law from attending any football ground. You can report any discrimination witnessed on a match-day in the strictest confidence by texting **07860 404 069**

**15.1** Save as set out in clause 15.2 below, you shall not bring into (or use within) the stadium any equipment which is capable of recording or transmitting (by digital or

other means) any audio, visual or audio-visual material or any information or data ("Material") in relation to a match or any aspect of it. Any person acting in breach of this provision may have such equipment confiscated and/or will be required to deliver up any tapes, films, disks or other recordings or data to the Premier League and/or the Club and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the Premier League.

**15.2** Mobile telephones are permitted within the stadium, provided that:

**15.2.1** 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, sharing or any other communication of any Material for any commercial purpose); and

**15.2.2** no Material that is captured 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.

**16.** Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the Stadium any sponsorship, promotional or marketing materials.

**17.** 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 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.

**18.** Your Access Card must be available at all games for inspection by officials and security staff of the Club and the police. The Club reserves the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry. Please ensure you carry proof of your name and address with you while you are at the Ground as random spot-checks may be undertaken.

**19.** Members Card and/or receipts are issued for your sole use. You shall not re-sell, assign, transfer or lend the Members Card and/or receipts or the benefit of it to any other person without the prior consent of the Club. For the avoidance of doubt (and by way of example only) the Members Card and/or receipts issued to you may not be offered as a prize in any promotion or competition nor transferred, lent or sold to any third party as part of a hospitality or travel package, save as expressly authorised by the FA Premier League Limited or the Club.

**20.** You may only re-sell or transfer the Members Card and/or receipts with the express consent of the Club, given at the Club's absolute discretion.

**21.** The unauthorised sale or disposal of tickets is 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, the Premier League, UEFA and/or other clubs when it becomes aware that tickets are being sold illegally and will press for charges to be brought against those breaking this law.

**22.** The Club reserves the right to suspend the use of the Members Card and all associated benefits for a period of time or to withdraw its use in the event of misuse or if abused in any way or in the event of a breach of any of the terms and conditions and Club regulations; or in the event of any abusive, dangerous or other unacceptable behaviour by the member, or if the member is prohibited by law from attending any football ground.

**23.** The Club shall not have any liability to the registered Member in respect of any failure to carry out or delay in carrying out any of its obligations under these terms and conditions, including admitting the Member to the Ground for a particular match, caused by fire, flood, accident, strikes or other industrial action, refusals to grant any licenses or permissions or any circumstances outside its reasonable control.

**24.** Except in respect of death or personal injury resulting from any negligence of the Club, neither the Club nor any of its officers, employees or agents shall be responsible for (whether in tort, contract or otherwise):

(i) any loss, damage or injury to you or to any property belonging to you in or upon or around the Ground or any car park, resulting from any cause whatsoever;

(ii) for any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever; and/or

(iii) any losses arising from any cancellation, postponement or rearrangement of including but not being limited to any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

Neither the Premier League nor the Club shall be responsible for any interruptions and/or restrictions to the view of a match and/or other impact on your enjoyment of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectator

**25.** If you have any complaints in relation to the Membership please contact [supporterservices@westhamunited.co.uk](mailto:supporterservices@westhamunited.co.uk)

**26.** You agree that the Club may collect and handle information relating to you, including personal data, in accordance with the Club's privacy policy: <https://www.whufc.com/privacy-policy>

**27.** 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.

**28.** The Club may amend these terms from time to time in its discretion. Any changes will be published on the Club's website.