



# CLUB × LONDON

## TERMS AND CONDITIONS 2020/21

These Club London Terms and Conditions apply to the purchase and/or use of your Club London Membership. Please read the Booking Form, these Terms and Conditions and the Club London brochure carefully before buying Club London Membership. The terms and conditions are set out on the following pages, but we draw your attention to the following key terms

### Covid-19 and other infectious diseases

The safety of our fans and our staff is our priority going into the new Season. Below is some key information on what you need to know now:

- Due to potential restrictions imposed by the government which means the Stadium capacity may be restricted to a level where it is not possible to accommodate all Members, Memberships are sold on a first come, first served basis, subject to availability, in the Club's reasonable discretion and the directions of any Competent Authority.
- Even if your application for Membership is successful, the Club can't guarantee that Members will be able to attend all Home Matches in the 2020/21 Season and so in the event that the government orders that all mass gathering and/or sports events are to be cancelled, played 'behind closed doors' or with limited spectator numbers, the Club shall offer each Member a credit note for the value of those games missed calculated against the Home Matches included as part of your Membership (with each Home Match assigned the same value). So, for example, if your Membership cost £3,190 and for any of these reasons you cannot attend 1 Home Match across the Season the Club will give you a credit note for £145. Credit can be redeemed as a full or part payment against additional match tickets, future season ticket renewals, hospitality and online and in-store purchases at official Club stores. If you would prefer to have a refund for the equivalent amount, please let the Club know. There are no refunds if you cannot attend a Home Match for any other reason.
- Football Authorities await further guidance on how Clubs can mitigate the risk of any infection and what this will mean for visitors at sports events. The Club will be doing everything it can to make visitors to the Stadium safe and will update its Members on the measures it will be taking once this guidance has been issued. By purchasing Membership, you and all other Ticket Holders agree to comply with any code of behaviour, guidance, rules and regulations imposed by the government, the Club and any Football Authority from time to time in respect of the admission to, and attendance at, the Stadium. For example, the Club may be required to carry out temperature checks on entry and Ticketholders may be required to wear face coverings or respect social distancing during their visit or you might have to provide contact details before you can be admitted to the Stadium. The Club reserves the right to refuse admission to, or eject from, the Stadium any person who refuses to comply with any such code of behaviour, guidance, rules and regulations and in

such circumstances no refund will be offered for any Home Matches not attended as a result.

- Members and other Ticketholders should not attend Home Matches if they are displaying any of the symptoms of any disease which applicable codes of behaviour, guidance, rules and regulations say they should not attend a Home Match or should be self-isolating as a result. No refunds will be offered to Members and/or Ticketholders who cannot attend a Home Match as a result.
- The Club may need to share your information with the NHS Test and Trace service if someone who has tested positive for COVID-19 or another serious infectious disease lists the Stadium as a place they recently visited. Read our privacy notice to find out how your information is shared and stored and more information about your rights.

### Price

The price payable for each Club London Membership shall be as set out on the Booking Form or as otherwise notified by the Club from time to time

### Payment

You must pay the price of the Club London Membership in accordance with the payment terms set out in the Booking Form and/or as otherwise agreed in writing with an authorized Club representative.

### No right to change your mind

You do not have an automatic right under law to change your mind and obtain a refund.

### No refund

The Club is under no obligation to refund the whole or any part of any fee paid by you if you decide to stop your Membership /or if your Membership or any of its associated benefits are suspended or terminated by the Club before the end of the Season Ticket Term because you breached the Agreement. Any amounts outstanding for the remainder of the Season Ticket Term will automatically become due and payable in accordance with these terms and conditions. Certain exceptions apply. Please read clause 10 for further details.

## Termination

The Club has the right to terminate your Membership for a number of reasons including where: (i) you (or any other Ticket Holder) breach any of these terms and conditions or otherwise misuse your Membership; (ii) you are, at any time, or the Ticket Holder is, at the time they enter the Stadium, subject to a banning order or other order prohibiting you/ them from entering the Stadium or any other sporting venue in the world; (iii) you are (or any other Ticket Holder is) found guilty of a criminal offence in connection with your/their behaviour in the Stadium or any other stadium; or (iv) you fail to pay when due any amount payable by you under this Agreement or any other agreement between you and the Club. Please read clause 10 for further details.

## Rescheduling of Matches

The Club will not be liable for the delay, postponement or rescheduling of any Home Match for whatsoever reason.

## Under 16s

No one under the age of 16 is permitted to enter the Club London Areas unless accompanied by an adult.

## Membership Rights and Benefits

Members have the following rights and benefits:

- Ability to select Club London Seat(s) and Lounge(s) in the Club

### London Area

- Ability to select a preferred payment option from:
  - » upfront payment of the cost of Membership during the Season Ticket Term; or
  - » payment of a Deposit and Monthly Fees via Direct Debit for the length of the Season Ticket Term, subject to entering into an agreement with the Preferred Payment Provider.
- Access to all First Team West Ham United Football Club League Home Matches as well as the first 3 domestic cup matches (subject to qualification)
- First right of refusal to renew your Season Ticket at the end of the Season Ticket Term
- Access to associated Club London Lounge & option to purchase Seasonal or "match by match" dining packages
- Priority access to away fixtures/cup semi-finals and finals (subject to availability and the terms of the Agreement)
- Ability to transfer membership subject to Club approval
- A free match programme
- A half - time drink

## 1. About the Club

1.1 The Club is West Ham United Football Club Limited, a company registered in England. The Club's company registration number is 00066516 and its registered office is at London Stadium, Queen Elizabeth Olympic Park, London, E20 2ST. The Club's registered VAT number is 697253295.

1.2 The Club can be contacted by telephoning its customer service team on 0333 030 1966 or by writing to supporterservices@westhamunited.co.uk or West Ham United FC Ticket Office, London Stadium, Queen Elizabeth Olympic Park, London, E20 2ST.

## 2. About these terms and conditions

2.1 These terms and conditions including the attached schedules, the Booking Form, the brochure for Membership issued by the Club for the year you take out Membership and, if you are a consumer, the information provided to you whilst attending the Club's ticket office (or such other location from which the Club sold you Membership), govern your Membership. They also make up the agreement between you and the Club for Membership(s) for the duration of the Season Ticket Term.

## 3. Definitions

3.1 Capitalised terms are used in the Agreement to make them easier to read. Their meanings for these Terms and Conditions are set out in the Glossary in Schedule 1 and their meanings for the Season Ticket Terms and Conditions are set out in the Glossary in Schedule 2.

## 4. Our contract with you

4.1 Due to potential restrictions imposed by the government which means the Stadium capacity may be restricted to a level where it is not possible to accommodate all Season Ticket Holders, Memberships are sold on a first come, first served basis, subject to availability, in the Club's reasonable discretion and the directions of any Competent Authority.

4.2 A contract between you and the Club, based on the terms set out in the Agreement, will only come into existence when:

4.2.1 you return the completed and signed Booking Form comprising these terms and conditions to the Club; and

4.2.2 if you have chosen to pay the full amount in advance, the Club receives in clear funds the full amount for the Membership or, if you have chosen to pay by monthly instalments, the Club has received in cleared funds any Deposit and/or the Preferred Payment Provider has confirmed to us that you have entered into a finance agreement with them.

4.3 The Club will inform you if it is unable to accept your offer for Membership. The Club is not responsible for any losses, expenses or other costs you incur because of an unsuccessful attempt to sign up to a Membership.

## 5. Payments

5.1 The price for Membership shall be set out in the Booking Form or as otherwise agreed in writing by an authorized Club representative.

5.2 You must pay all costs of the Club London Membership in accordance with the payment terms set out in the Booking Form or as otherwise agreed in writing by an authorized Club representative.

5.3 Where you have purchased a Multi-year Package:

5.3.1 the Multi-year Package shall commence once a contract has formed between the Club and you in accordance with clause 4.2 and, unless terminated earlier in accordance with this Agreement, shall continue until expiry of the Season Ticket Term; and

5.3.2 the fees for the Multi-year Package shall be paid by you to the Club on or before the dates specified on the Booking Form.

5.4 If you choose to pay any amounts in advance, the Club will issue an invoice for each Membership before the Season starts and you must pay it within 14 days of the date of the invoice

5.5 If you choose to pay by Monthly Fees, you will need to enter into a separate finance agreement with our Preferred Payment Provider in respect of each season during the Season Ticket Term. Although the Agreement is for the Season Ticket Term, the finance element will proceed on a Season by Season basis.

5.6 If you choose to pay by way of monthly Direct Debit, the first Direct Debit payment will be debited from your nominated account in line with your finance agreement with our Preferred Payment Provider. This is a separate agreement between you and the Preferred Payment Provider only (not us). Your finance agreement will cover just a single Season. The Preferred Payment Provider is regulated by the Financial Conduct Authority.

5.7 Unless expressly stated otherwise, all prices are as stated in the Booking Form are inclusive of VAT as applicable and, if you are a business, the Club reserves the right to charge administrative fees on payments made using certain payment methods. Information of any such charges will be made available by the Club and it is your responsibility to check payment information carefully. A valid receipted invoice will be issued if you request one.

5.8 If you do not pay the Club any part of the fees due under this Agreement on the due date for payment (a Late Payment), in addition and irrespective of the Club's rights under clause 10, the Club may charge you interest on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether that is before or after any court judgment.

5.9 Where you are a business, all payments you make under the Agreement must be made in full without any set-off, restriction, condition or deduction for, or on account of, any counterclaim of any other matter.

## 6. Rights

6.1 Once the Agreement between you and the Club comes into existence in line with clause 4.2 above you and your Ticket Holder will be entitled to receive the benefits set out in the Membership Rights and Benefits section on the first page of these terms for the duration of the Season Ticket Term, in line with the terms of the Agreement.

## 7. Tickets

7.1 Season Tickets are issued subject to the Season Ticket terms and conditions of use in force from time to time. The current version of those Season Ticket terms and conditions are set out in Schedule 2.

7.2 You may permit a Ticket Holder, for no charge or commercial gain to you, to use a Ticket provided to you from time to time. Any use by a Ticket Holder of a Ticket is provided subject to the terms of the Agreement which will apply to and bind that Ticket Holder as if he/ she had entered into the Agreement (and you must inform the Ticket Holder of this).

7.3 Admittance to the Stadium and the Club London Area is only permitted on the satisfactory production by a Member or Ticket Holder of a valid Ticket.

7.4 Any person seeking to use a Ticket on more than one occasion at the same Home Match or which has been cancelled or suspended

7.5 may be considered to be a trespasser and may be refused entry to or ejected from the Stadium. Such acts will be considered to be a breach of the Agreement and the provisions of clause 10 will apply in those situations.

7.6 All Tickets issued by the Club remain the property of the Club and must be returned to the Club immediately on request.

7.7 You must notify the Club immediately if a Ticket is lost or stolen. If any Ticket is stolen, you must also immediately inform the police. The Club may provide duplicate Tickets and reserves the right to charge a fee for the issue of such a replacement.

7.8 No one under the age of 16 is permitted to enter the Club London Area unless accompanied by an adult.

## 8. Transfer of the Agreement /Tickets

8.1 The Club will agree to you transferring the Agreement for your Membership or a Ticket to another person or company in the following circumstances:

8.1.1 Agreement - following a satisfactory credit or other financial check conducted by the Club and provided that the transfer will not be detrimental to the Club, for example because the person or company to which you want to transfer your rights is subject to a banning order or they have been found guilty of a criminal offence in connection with their behaviour in the Stadium or any other stadium. See also clause 8.3 for other circumstances in which you can transfer your Membership;

8.1.2 Tickets - to the extent made available by the Club, you may sell or resell any part of a Ticket or any benefit of it through the Ticket Exchange only, or any other mechanism for the sale, gift or transfer of the Ticket that the Club may put in place from time to time. Terms and Conditions for the Official Ticket Exchange can be found on our Website.

8.2 The Club reserves the right to charge an administrative fee of 10% of the remaining fees due under the Agreement to facilitate a transfer.

8.3 In the unfortunate event of your death, the Club will take into account your wishes in considering the transfer of your Agreement for Membership to another person, but this is still subject to clauses 8.1 and 8.2 above. Before any such transfer and subject to your rights under clause 10, the Agreement will continue, but the Club may terminate it: (i) if any sums due under the Agreement are not paid on the due dates; or (ii) otherwise in line with its terms.

8.4 Irrespective of the Club's other rights under clause 10, the Club will have the following rights in relation to any Member and/ or Ticket Holder who attempts to make a transfer in breach of this clause 8:

8.4.1 confiscation of Tickets (with no right to refund);

8.4.2 ejection from or refusal of access to the Stadium;

8.4.3 suspension of Membership for any future Home Matches; and/or

8.4.4 banning from the Stadium/from purchasing future Membership and any Tickets shall be null and void.

8.5 If you dispose of or sell a Ticket obtained by you or your Ticket Holder without being authorised under the Agreement, depending on the circumstances, this may amount to a criminal offence. The Club will inform the police if it becomes aware, or has reasonable suspicions that any Ticket obtained by you (or any other Ticket Holder) under the Agreement has been sold illegally and will press charges against those breaking the law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, we will notify the relevant Football Authority, who may in turn notify other clubs and/or the UK Football Policing Unit.

8.6 The information that we share may include your personal 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. Standards of Behaviour

9.1 You will and will make sure that each Ticket Holder will at all times:

9.1.1 use the Club London Area, the Club London Seats(s) and

Club London Lounge(s) and the Stadium in a proper and lawful manner;

9.1.2 not engage in any abusive, dangerous or other

unacceptable or discriminatory behaviour in any form (whether physical, verbal or other), nor treat the Club staff or any other person (including any other members of Club London Area, spectators or visitors to the Stadium or local residents) in a threatening or abusive manner;

9.1.3 ensure that neither the Club London Area nor any other part of the Stadium to which you or any other Ticket Holder may be granted access are damaged by you or the Ticket Holder (fair wear and tear excepted);

9.1.4 except for mobile telephones used for personal or private use only, not bring into (or use within) the Stadium any equipment which is capable of recording footage and not in any event capture, log, record, transmit, play, issue, show or make available any such footage for any commercial purposes; and (b) not make any such footage available to any third parties including, without limitation, via social networking sites;

9.1.5 comply with all of the rules and regulations imposed by the Club, the Owner and Operator and any Football Authority from time to time in respect of the admission to, and attendance at, the Stadium, including, without limitation, the Ground Regulations and any restrictions imposed by the police or any other relevant authority in relation to any Home Match or other event from time to time;

9.1.6 adhere to the Club's Dress Code in force from time to time. It will be at the Club's sole discretion to decide if you and your Ticket Holder are compliant with the Dress Code and entry may be refused to the Club London Area for failure to conform until the Dress Code is adhered to; and

9.1.7 refrain from smoking (this includes electronic cigarettes) within the Stadium, including the interior of the Club London Area.

9.2 You will not use or seek to profit and will ensure that no other Ticket Holder uses or seeks to profit from any Ticket or any other benefit provided as part of your Membership: (i) as a gift or prize in any promotion, charitable draw, raffle or competition; or (ii) as a bribe or otherwise in breach of any bribery laws.

9.3 You will not make, and will ensure that your Ticket Holder does not make, without prior written consent of the Club, any public statement or announcement linking or implying any relationship between, or engage in any marketing, advertising or promotional activity which links or implies any relationship between, you or your Ticket holder and the Club.

9.4 The Club, the Owner and/or Operator may exclude or remove from the Club London Area and/or the Stadium, temporarily or permanently, you or your Ticket Holder who the Club reasonably suspects:

9.4.1 is prohibited (by law or otherwise) from attending the Stadium or any other sporting venue in the world; or

9.4.2 in its reasonable discretion, is in breach, is likely to breach, or has breached, this clause 9 or any other provision of the Agreement or any other terms and conditions, rules, laws or regulations applicable to entry to the Stadium. To avoid doubt, your behaviour or that of your Ticket Holder which results in the Club excluding you or them or removing you or them from the Club London Area or the Stadium will be considered a breach of the Agreement and the provisions of clause 10 shall apply.

9.5 You are responsible for the behaviour of the Ticket Holders you invite to use the Club London Area as a guest or in accordance with 7.2 and may have your Membership suspended or withdrawn if any of the Ticket Holders act in breach of this clause 9.

9.6 If your Ticket 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 ticket or season ticket at its discretion, and to notify FIFA, UEFA, the Football Association, Premier League, the Football League, other football clubs, the police and/or any other authority responsible for control and safety at the Stadium of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

## 10. Cancellation by you or the Club

10.1. If you need to terminate your Membership for one of the reasons set out in this clause 10.1, the Club, in its reasonable discretion and subject to receiving what it considers to be sufficient evidence will consider your request, in line with clause 10.2 below. The relevant reasons are:

10.1.1 loss of life or major illness;

10.1.2 injury; or

10.1.3 loss of livelihood or change of principal place of work or home.

10.2 All requests for cancellation should be made to [clublondon@westhamunited.co.uk](mailto:clublondon@westhamunited.co.uk). The Club reserves the right to request further information from you to establish whether a cancellation request is genuine. Once the Club has received the requested information and is satisfied that no further information needs to be provided, the Club will contact you to advise of its decision. If it agrees to cancel your Membership and you paid the price of Membership upfront, the Club will confirm any amount to be refunded in respect of any part of the cost of the Membership that you have been unable to use and will refund you using the same payment method that you used initially. If the Club agrees to cancel your Membership and you pay Monthly Fees, the Club will inform the Preferred Payment Provider, who will confirm cancellation to you and arrange for a refund in accordance with the terms of its finance agreement with you. The Preferred Payment Provider will also cancel future direct debits. We recommend that you contact the Preferred Payment Provider yourself to confirm cancellation and the terms which will apply.

10.3 Except as stated in clauses 10.1, 11 and 8, the fees paid for the Membership are non-refundable and non-transferable and once a Membership(s) is purchased the Club is under no obligation to refund the whole or any part of those fees paid by the Member to the Club if the Member decides to cancel their Membership or

if their Membership or any of its associated benefits are suspended or terminated by the Club in accordance with these terms and conditions, unless the Club is in breach of the Agreement.

10.4 Other than is noted in clauses 10.1 and 10.3, if the Agreement is terminated (and the Member's Season Ticket is cancelled) for whatever reason by the Member or by the Club in line with these terms and conditions, before the end of the Season Ticket Term, the Member shall within fourteen (14) days of written notice, pay to the Club the balance remaining of the fees due under the Agreement for the Season Ticket Term. This will be equivalent to any sums due for the Membership if you have chosen to pay upfront or, if you are paying by Monthly Fees, the amount calculated under your finance agreement with the Preferred Payment Provider.

10.5 In addition to its other rights in the Agreement, the Club will be entitled to either (i) suspend the operation of the Agreement and your rights and benefits of Membership without refund until further notice; and/or (ii) terminate the Agreement with immediate effect by way of written notice to you if:

10.5.1 you breach (or your Ticket Holder breaches) the Agreement or otherwise misuse the Membership, including if you fail to pay any amounts due under the Agreement or under your finance agreement with our Preferred Payment Provider;

10.5.2 you are at any time, or your Ticket Holder is, at the time he/she enters the Stadium, subject to a banning order or other order prohibiting you/them from entering the Stadium or any other sporting venue in the world;

10.5.3 you are (or your Ticket Holder is) found guilty of a criminal offence in connection with your/their behaviour in the Stadium or any other stadium;

10.5.4 if you are a corporate customer, you suffer a change of control (within the meaning of section within the meaning of section 1124 of the Corporation Tax Act 2010), or an application for an order is made, or resolution passed, for your winding up, an application for an administration order is made, a provisional liquidator, receiver, administrative receiver or administrator is appointed or a voluntary arrangement is proposed, in each case, in respect of you (or over all or any of your assets) or any event analogous to any of the foregoing occurs in respect of you in any jurisdiction;

10.5.5 if you are a partnership, you are dissolved or any event analogous to a dissolution occurs to you in any jurisdiction (excluding your dissolution: (i) if and to the extent that it relates only to your conversion to a solvent UK limited liability partnership (the LLP), and (b) the LLP enters into an agreement with the Club with respect of the Club London Seat(s) on identical terms to the Agreement or any event analogous to the foregoing occurs to you in any jurisdiction); or

10.5.6 you fail to pay when due any amount payable by you under the Agreement (including, to avoid doubt, any charges payable in line with clause 15.2) or any other agreement between you and the Club.

10.6 If you are a consumer, you will be responsible for any reasonable costs, expenses and losses incurred by the Club because of a breach of the Agreement by you (or any other Ticket Holder). If you are a business, you will reimburse the Club for all costs, expenses and losses the Club incurs because of a breach of the Agreement by you or your Ticket Holder.

## 11. Covid-19 and other infectious diseases

11.1 Even if your application for Membership is successful, the Club can't guarantee that Members will be able to attend all Home Matches in the 2020/21 Season and so in the event that the government orders that all mass gathering and/or sports events are to be cancelled or played 'behind closed doors' or with limited spectator numbers, the Club shall offer each Member a credit note for the value of those games missed calculated against the number of Home Matches included as part of your Membership (with each Home Match assigned the same value). So, for example, if your Membership cost £3190 and for any of these reasons you cannot attend 1 Home Match across the Season the Club will give you a credit note for £145. Credit can be redeemed as a full or part payment against additional match tickets, future season ticket renewals, hospitality and online and in-store purchases at official Club stores. If you would prefer to have a refund for the equivalent amount, please let the Club know. There are no refunds/credit notes if you cannot attend a Home Match for any other reason.

11.2 Football Authorities await further guidance on how Clubs can mitigate the risk of any infection and what this will mean for visitors at sports events. The Club will be doing everything it can to make visitors to the Stadium safe and will update its Members on the measures it will be taking once this guidance has been issued. By purchasing Membership, you and all other Ticket Holders agree to comply with any code of behaviour, guidance, rules and regulations imposed by the government, the Club and any Football Authority from time to time in respect of the admission to, and attendance at, the Stadium. For example, the Club may be required to carry out temperature checks on entry and Ticketholders may be required to wear face coverings or respect social distancing during their visit or you might have to provide contact details before you can be admitted to the Stadium. The Club reserves the right to refuse admission to, or eject from, the Stadium any person who refuses to comply with any such code of behaviour, guidance, rules and regulations and in such circumstances no refund will be offered for any Home Matches not attended as a result.

11.3 Members and other Ticketholders should not attend Home Matches if they are displaying any of the symptoms of any disease which applicable codes of behaviour, guidance, rules and regulations say they should not attend a Home Match or should be self-isolating as a result. No refunds will be offered to Members and/or Ticketholders who cannot attend a Home Match as a result.

11.4 The Club may need to share your information with the NHS Test and Trace service if someone who has tested positive for COVID-19 or another serious infectious disease lists the Stadium as a place they recently visited. Read our privacy notice to find out how your information is shared and stored and more information about your rights.

## 12. Complaints and your key legal rights

12.1 If you have any questions or complaints about your Membership, please contact us. You can telephone our

customer service team on 0303 031 1968 or write to us at [clublondon@westhamunited.co.uk](mailto:clublondon@westhamunited.co.uk).

12.2 If you are a consumer you can ask the Club to solve your problem if the services being provided as part of your Membership are not provided with reasonable care and skill or to get some money back, if we cannot solve the problem. This is a summary of your key legal rights given to you under law. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

## 13. Seating Area Location

13.1 The block, row and seat number of your Club London Seats(s) is shown on the Ticket which will be provided to you prior to the first competitive match of the Season.

13.2 During the Season Ticket Term, the location of, and access to, any part of the Stadium, the Club London Area and/or each Club London Seat(s) may be improved, altered or modified at any time by the Club, Owner and/or Operator where this is required for operational reasons. See clause 13.3 for further details. The location of your Club London Seats(s) may therefore be subject to change - see clause 13.4- but any such change will be notified to you by the Club.

13.3 If the Club determines that all or any relevant part of the Stadium, the Club London Area, or the Member's Club London Seats(s) is unavailable due to:

13.3.1 health and safety requirements, the Ground Regulations or other Regulations or Laws;

13.3.2 the need for repairs, refurbishments or alterations to be made to the Stadium, the Club London Area (or any relevant part) or any fixtures or fittings in which in the Club's opinion are necessary or desirable (other than where such repairs or alterations are necessary or desirable as a result of the acts or omissions of the Member in accordance with clause 15.2); or

13.3.3 any other requirements deemed reasonably necessary at the Club's reasonable discretion; the Club will use its reasonable endeavours to provide you, during any such period of unavailability, with alternative seating elsewhere in the Stadium or, where the Stadium is unavailable, such other stadium where the First Team plays its home football matches in any competition (in which case the terms of this Agreement shall apply equally to such seats and such stadium), for each of the Member's Club London Seats(s) which is unavailable.

13.4 The location of each seat will be determined by the Club at its discretion but, subject to availability, will be in the same Seat Category as the Member's Club London Seats(s). Where the Club is not able to provide an alternative seat(s), the Member will be entitled to a credit against any future fee for a Season Ticket or Monthly Fee payments (as applicable) for its Club London Seats(s), in respect of the relevant Home Match(es), the amount of such credit, and the form and timing thereof, to be determined by the Club acting reasonably and the Club shall have no further liability to you in respect of any such unavailability.

## 14. Catering in the Club London Area

14.1 The Club will procure the provision of refreshments in the Club London Area during the Relevant Times (excluding those Relevant Times in which play in any Home Match is in progress) by a Catering Supplier.

14.2 You may, subject to availability and the Club London lounge package you have chosen, pre-book a Seasonal Dining Package or Home Match Dining Package with the Club. As all dining packages are limited, bookings are accepted on a first come, first serve basis

14.3 The Club may from time to time, but shall be under no obligation whatsoever to, provide, or procure the provision of, any refreshments to the Club London Area at other times and on other occasions outside of the Relevant Times.

14.4 You will pay for the costs of all refreshments you or your Ticket Holder order or consume in the Club London Area.

14.5 The Club will make available in the Club London Area details of all of the costs of the refreshments available in the Club London

Area. The Club or the Catering Supplier may change the costs of any refreshments from time to time.

14.6 The provision of any refreshments (including, without limitation, alcoholic beverages) to any persons in the Club London Area shall be subject to all relevant legal restrictions applicable to the Club, the Catering Supplier, the Owner, Operator and the Stadium (including, without limitation, all restrictions imposed by, and any regulation of, any relevant licensing or other governing body or authority) and the grant of any necessary licences. You agree to abide and shall procure that other Ticket Holders abide by laws controlling the consumption of alcohol at sporting events and all other instructions issued by the Club relating to the consumption of alcohol at the Stadium. If you or any Ticket Holder fails to comply with such instructions or are convicted of an offence contrary to these laws, this will be considered to be a breach of these Club London Terms and Conditions and the provisions of clause 10 shall apply.

14.7 The only refreshments which may be consumed in the Club London Area are those supplied by the Catering Supplier pursuant to this section 14. You will not, and will ensure that no other Ticket Holder will bring any other food, drink or other refreshments into the Club London Area for consumption by any person or for any other reason.

14.8 If you have (or any other Ticket Holder has) any complaint in respect of the catering or refreshments service provided in the Club London Area, please refer such complaints to the Club in the first instance.

14.9 You do not have a legal right to change your mind in respect of any purchase of the Seasonal Dining Package or Home Match Dining Package once you have entered into the Agreement for either of those packages.

## 15. Repairs and Maintenance

15.1 The Club, the Owner and Operator will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the Club London Area.

15.2 The Club has the right to charge you for all costs of, repairs to, replacement or cleaning of any facilities within the Club London Area or any other areas of the Stadium arising from your (or your Ticket Holders') act or omission other than as a result of fair wear and tear.

15.3 The Club, the Owner and Operator and their employees, agents or contractors will have the right at any time to carry out emergency repairs to the Club London Area or any other areas of the Stadium to which you or any other Ticket Holder has access, and to suspend access to such areas of the Stadium as necessary.

## 16. Data Protection

16.1 You acknowledge and will ensure that the Ticket Holder is aware that the personal data provided by you/them to the Club in the purchase (e.g. your name and address) and use of the Membership will be collected, stored and used by the Club in accordance with UK data protection laws and the Club's Privacy Policy available on the Website.

16.2 By entering the Stadium, you (or your Ticket Holder) acknowledge that photographic images and/or video recordings and/ or stills taken from those video recordings may be taken of you and may also be used in televised coverage of the game by the Club and/ or any Football Authority or others (including commercial partners and accredited media organisations), including, without limitation, for marketing or promotional purposes.

## 17. Security

17.1 The Club will take all reasonable precautions to maintain the security of the Club London Area between matches but neither it nor the Owner or Operator will be responsible in any way for the loss of, or damage to, any of your property (or that of your Ticket Holder) in the Club London Area or in any other part of the Stadium (including, without limitation, any property you or your Ticket Holder left behind in the Club London Area), except where that results from our negligence. Irrespective of the foregoing, the Club and the Owner and Operator shall be entitled to dispose of any property you or the Ticket Holder left behind in the Club London Area.

## 18. The Club's liability to you

18.1 If the Club fails to comply with the Agreement, it is responsible for loss or damage you suffer that is a foreseeable result of the Club being in breach of the Agreement, or for our failing to use reasonable care and skill, however, the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the Agreement was made, if you are a consumer, both you and the Club knew it might happen, for example, if you discussed it with the Club during the sales process.

18.2 The Club will not have any liability to you for any failure to provide or the delay in carrying out any of the Club's obligations under the Agreement as a result of events or matters outside of its reasonable control.

18.3 Notwithstanding clause 17.1, the Club will not be liable for any business losses. If your purchase of Membership is for any commercial business purpose (or where you are not acting as a consumer) the Club will not have any liability to you (and/ or the Ticket Holder) for any loss of profit, loss of business, business interruption or business opportunity, indirect, special or consequential loss or damage.

18.4 Where you are not acting as a consumer, the aggregate liability of the Club to you and/or the Ticket Holder in connection with the Agreement, whether in contract or tort or otherwise shall not exceed the price of the Membership actually paid by you to the Club.

18.5 The Club will not have any liability to you or your Ticket Holder for any late delivery or non-delivery of any Ticket, replacement tickets, documents or other materials resulting from the actions or omissions of any postal service provider.

18.6 The Club will not be liable for the delay, cancellation, postponement or rescheduling of any Home Match for whatsoever reason except that, following any cancellation, abandonment or postponement of a home match, a Ticket Holder shall be entitled to attend the rearranged match (if any).

18.7 Nothing in these Club London Terms and Conditions shall exclude or limit the Club's liability for:

18.7.1 fraud or fraudulent misrepresentation by the Club;

18.7.2 death or personal injury caused by its or any of its officers', employees' or agents' negligence; or

18.7.3 any other matter in respect of which liability cannot be excluded or limited under applicable law. This includes liability for breach of your legal rights in relation to the services provided under the Agreement, such as them being supplied with reasonable skill and care.

18.8 All terms of the Agreement are subject to the provisions from time to time of the Laws and Regulations. The Club will not be in breach of the Agreement as a result of it having to comply with the Laws and Regulations.

18.9 This clause 18, will apply in place of clause 15 of the Season Ticket Terms and Conditions.

## 19. Renewal

19.1 Subject to availability, the Club would normally expect to be able to permit you to renew your Membership in respect of the Club London Seats(s) and Club London Lounge(s) at the end of the Season Ticket Term for additional Seasons, on such terms, including the price of the Season Ticket, as may be determined by the Club in its sole discretion. If you paid in monthly instalments for your Membership and wish to continue to do so, you will need to enter into a new finance agreement with the Preferred Payment Provider.

19.2 When and where such renewal is available, the Club will contact you using the latest contact details you supplied to the Club.

19.3 Ordinarily, the Club would expect such communications to be sent out and any renewals to take place, prior to the end of the last Season during the Season Ticket Term and you should ensure that your contact details held by the Club are kept up to date.

## 20. General

20.1 19.1. This clause 20 will apply in place of clause 16 of the Season Ticket Terms and Conditions.

20.2 If there is any conflict or inconsistency between the terms of any Law or Regulation and the Agreement, the relevant Law or Regulation will prevail. If there is any conflict between these Club London Terms and Conditions and the Season Ticket Terms and Conditions (in Schedule 2), these Club London Terms and Conditions will prevail.

20.3 The Club may transfer or subcontract any of its rights or obligations under the Agreement to another organisation within its group. The Club will always tell you if this happens and will ensure that the transfer will not adversely impact your Membership.

20.4 Subject to clause 20.3, the Agreement is between you and the Club. No other person shall have any rights to enforce any of its terms, except any person or company that you or we transfer rights to in line with these terms and conditions.

20.5 All notices and other communications between the Club and you in relation to the Agreement will be in writing. They will be considered given, if posted, postage prepaid, to the other at its address set out in the Booking Form(s) or to such other address that you or the Club (as the case may be) may designate, from time to time, in writing. They will be considered to be received on the second business day after posting and if sent via e-mail, on the generation of a receipt notice by the other's server, or if such notice is not so generated, on receipt by the other's server.

20.6 If a court finds part of the Agreement illegal, the rest will continue in force. Each of the clauses of these Club London Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

20.7 The Club reserves the right to make changes to these Club London Terms and Conditions from time to time, for example, to reflect amendments to relevant laws and regulations, provided that the changes shall not result in you receiving any less than the same or substantially similar benefits to those that you were entitled to receive prior to such changes. Up to date versions of the terms and conditions will be made available promptly on the Club's website and hard copies will be sent to the Members.

20.8 The Club and the Member agree that this Agreement and any Ticket(s) do not grant you exclusive possession of the Club London Area, or any Club London Seat, or create a tenancy.

20.8 The Club and the Member agree that this Agreement and any Ticket(s) do not grant you exclusive possession of the Club London Area, or any Club London Seat, or create a tenancy.

20.9 Even if the Club delays in enforcing this Agreement against you, the Club will be entitled to enforce it at a later stage. If the Club does not insist immediately that you do anything you are required to do under these terms and conditions, or if the Club delays in taking steps against you in respect of your breach of any of these terms and conditions, that will not mean that you do not have to do those things or that the Club is prevented from taking steps against you at a later date.

20.10 If you are a consumer, the Club intends to rely on the written terms set out in the Agreement. If you are uncertain about any of your rights and obligations under the Agreement, please contact the Club using the contact details above.

20.11 If you are a business, the Agreement constitutes the entire agreement between the Club and you and neither the Club nor you or the Ticket Holder will 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 them which is not set out in the Agreement or the rules and regulations referred to in them

20.12 The Club will try to solve any disagreements with you quickly and efficiently.

20.13 This Agreement will be subject always to the effects of Covid-19 or any variant of COVID-19, and any epidemic, pandemic or other infectious disease. on the Club and the directions of any Competent Authority.

20.14 The Agreement is governed by English law and you can bring legal proceedings in respect of it in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

## Schedule 1

### Glossary for Club London Terms & Conditions

In the Club London Terms and Conditions the following terms have the following meanings:

**"Agreement"** your Booking Form, these Club London Terms and Conditions of Membership (including its schedules), the brochure that accompanied your renewals form and, if you are a consumer, the information provided to you whilst attending the Club's ticket office, (or such other location from which the Club sold you Membership);

**"Booking Form"** the form sent to you, identifying you, setting out the payment terms in respect of your Membership or if you are ordering your Membership via phone, all of the foregoing details as confirmed to you by our sales staff;

**"Catering Supplier"** the catering supplier appointed by the Club from time to time through agreement with the Owner and Operator;

**"Club"** West Ham United Football Club Limited;

**"Club London Area"** the area within the Stadium that

contains both the Club London Seating Areas and Club London Lounges;

**"Club London Seating Areas"** areas of the inner bowl of the stadium that contain seats facing the field of play.

**"Club London Lounge(s)"** the hospitality lounges that are located in the west of the Stadium;

**"Club London Seat(s)"** the seat (or seats) in the Club London Area to which the Agreement relates;

**"Commencement Date"** the date on which your first payment for your Membership is received by the Club;

**"Competitions"** the Premier League, the Football League, the Football Association Challenge Cup and the Football League Cup Competition;

**"Competent Authority"** any supranational, statutory national, local or municipal government body, agency, court, department, official or public or statutory person, police, or other authority in any jurisdiction having authority over the Parties (or any one of them) or having responsibility for the regulation or governance of any aspect of the performance of these Terms and Conditions (including, without limitation, each of the Football Authorities).

**"Deposit"** the deposit set out in the Booking Form payable you to the Club in relation to Membership;

**"Dress Code"** such dress code as the Club, in its discretion, may reasonably impose on the Member from time to time. A copy of the dress code which applies to the Club London Areas is available via the club website at [www.whufc.com](http://www.whufc.com);

**"First Team"** the first XI men's football team representing the Club;

**"Football Authority"** any or all of The Premier League, Football Association, the Football Association of Wales, FIFA, UEFA and any other relevant governing body of association football;

**"Ground Regulations"** the Club's ground regulations applicable to the Stadium, as amended from time to time in the Club's sole discretion, which will be displayed at the Stadium and available at [www.whufc.com](http://www.whufc.com) and which are incorporated into the Agreement;

**"Home Matches"** all home football matches to be played by the First Team at the Stadium during any Season in any of the Competitions. For the avoidance of doubt, a "Home Match" does not include: (i) any semi-final or final (or replay thereof) played at the Stadium in any of the Competitions (whether or not the First Team plays in such match) where the reason that such match is being played at the Stadium is that the Stadium has been chosen by the relevant football authority organising that Competition as a neutral venue to host that match; or

(ii) any other friendly or international matches, whether involving the First Team or otherwise;

**"Late Payment"** has the meaning set out in clause 5.7 of these Club London Terms and Conditions;

**"Laws"** all present and future laws, ordinances, orders, rules and regulations (whether statutory or otherwise and including health and safety requirements) governing the Stadium and the Club London Area and/or its use pursuant to the Agreement;

**"Home Match Dining Package"** a pre-booked dining package for an individual Home Match in a Club London Area restaurant;

**"Member (or "you")"** the person, individual, company, limited partnership or any other recognised legal entity who joins Club London by signing the Booking Form;

**"Membership"** membership of Club London;

**"Monthly Fee"** the cost of Membership and (payable subject to the terms and conditions of individual finance agreements with the Preferred Payment Provider) in monthly instalments by deducting amounts via direct debits from your nominated account;

**"Owner"** E20 Stadium LLP of 1, Stratford Place, Montfichet Place, London E20 1EJ;

**"Operator"** LS 185 Limited of London Stadium, Queen Elizabeth Olympic Park, London E20 2ST;

Multi-year Package: Membership for the number of consecutive Seasons set out in the Booking Form;

**"Preferred Payment Provider"** the third party finance company that offers the ability to finance the cost of Membership by Monthly Fees;

**"Privacy Policy"** the Club's policy from time to time in force for dealing with each Member's personal information, the current version of which is available to view on the Website;

**"Regulations"** the provisions from time to time of the general safety certificate applying to the Stadium, the bye-laws, rules, regulations, orders, directions, codes of practice and other guidelines of the London Borough of Newham, the Metropolitan Police Service, the London Fire Brigade, the Footballing Licensing Authority, The FA Premier League Limited, The Football Association Limited (FA), the Federation Internationale de Football Association (FIFA), the Union des Associations Européennes de Football (UEFA), the European Commission and any other authority or organisation that has jurisdiction or authority in relation to the holding of Home Matches from time to time;

**"Relevant Times"** two (2) and ½ hours prior to the scheduled kick off time for each Home Match and one (1) hour 15 minutes after the final whistle for each Home Match. The Club reserves the right to alter the foregoing times, at its discretion;

**"Season"** the football season, usually (but not exclusively) from and including 1st August in a particular year up to and including the 31st July in the immediately following year;

**"Seasonal Dining Package"** a pre-booked dining package in a Club London Area restaurant for the first twenty two (22) Home Matches of the relevant Season;

**"Season Ticket"** a ticket entitling a person to attend certain Home Matches of the Club taking place during the Season and to have use of the Club London Area and the Club London Seat(s), subject to these terms and conditions;

**"Season Ticket Term"** the duration of the Agreement, starting on the Commencement Date and ending at the end of the Season unless terminated earlier in accordance with these terms and conditions;

**"Seat Category"** the applicable category of Club London Seat;

**"Stadium"** the stadium known as the "Olympic Stadium" or "New Stadium" that is located at Queen Elizabeth Olympic Park, London, E20 2ST or such other ground at which the Club has the right to play Home Matches;

**"Ticket(s)"** any ticket, voucher, booklet, card or other such entry materials which are provided by the Club to you to enable you to exercise the benefits of your Club London Membership;

**"Ticket Exchange"** the Club's authorised ticket resale facility, which provides an online secure service for you (and other holders of a Ticket) to exchange tickets to games played by the Club with other members of the Club and, where permitted by the Club from time to time, other supporters of the Club;

**"Ticket Holder"** any person other than you who is in possession of a Ticket made available to them by you under the Agreement (and, for the avoidance of doubt, for no charge or other commercial gain to you); and

**"Website"** the Club's website at [www.whufc.com](http://www.whufc.com).

## Schedule 2

### Season Ticket Terms and Conditions

#### VERSION ISSUED: 24/07/2020

#### Covid-19 and other infectious diseases

The safety of our fans and our staff is our priority going into the new Season. Below is some key information on what you need to know now:

- Due to potential restrictions imposed by the government which means the Ground capacity may be restricted to a level where it is not possible to accommodate all Season Ticket Holders, Season Tickets are sold on a first come, first served basis, subject to availability, in the Club's reasonable discretion and the directions of any Competent Authority.
- Even if your application for a Season Ticket is successful, the Club can't guarantee that Season Tickets holders will be able to attend all Home Matches in the 2020/21 Season and so in the event that the government orders that all mass gathering and/or sports events are to be cancelled, played 'behind closed doors' or with limited spectator numbers, the Club shall offer each Season Ticket holder a credit note for the value of those games missed calculated against the number of Home Matches included as part of your Season Ticket (with each Home Match assigned the same value). So, for example, if your Season Ticket cost £3,190 and for any of these reasons you cannot attend 1 Home Match across the Season the Club will give you a credit note for £145. Credit can be redeemed as a full or part payment against additional match tickets, future season ticket renewals, hospitality and online and in-store purchases at official Club stores. If you would prefer to have a refund for the equivalent amount, please let the Club know. There are no refunds if you cannot attend a Home Match for any other reason.
- Football Authorities await further guidance on how Clubs can mitigate the risk of any infection and what this will mean for visitors at sports events. The Club will be doing everything it can to make visitors to the Stadium safe and will update its Season Ticket holders on the measures it will be taking once this guidance has been issued. By purchasing a Season Ticket, you agree to comply with any code of behaviour, guidance, rules and regulations imposed by the government, the Club and any Football Authority from time to time in respect of the admission to, and attendance at, the Ground. For example, the Club may be required to carry out temperature checks on entry and Season Ticketholders may be required to wear face coverings or respect social distancing during their visit or you might have to provide contact details before you can be admitted to the Ground. The Club reserves the right to refuse admission to, or eject from, the Ground any person who refuses to comply with any such code of behaviour, guidance, rules and regulations and in such circumstances no refund will be offered for any Home Matches not attended as a result.

Season Ticket holders should not attend Home Matches if they are displaying any of the symptoms of any disease which applicable codes of behaviour, guidance, rules and regulations say they should not attend a Home Match or should be self-isolating as a result. No refunds will be offered to Season Ticketholders who cannot attend a Home Match as a result.

- The Club may need to share your information with the NHS Test and Trace service if someone who has tested positive

for COVID-19 or another serious infectious disease lists the Ground as a place they recently visited. Read our privacy notice to find out how your information is shared and stored and more information about your rights.

#### Price

The price payable for each Season Ticket shall be as set out on the Website or as otherwise notified by the Club from time to time

#### Payment

. You can either opt to pay:

-the total cost of each Season Ticket annually upfront; or

-by way of monthly fees to be settled via monthly direct debits. If you choose this option, subject to satisfying a credit check, you will need to enter into a finance agreement direct with our Preferred Payment Provider. For more details please see clause 1.

No right to change your mind

You do not have an automatic right under law to change your mind and obtain a refund.

#### No refund

The Club is under no obligation to refund the whole or any part of any fee paid by you if you decide to stop your Membership /or if your Membership or any of its associated benefits are suspended or terminated by the Club before the end of the Season Ticket Term because you breached the Agreement. The balance of any amounts due for the remainder of the Season Ticket Term will automatically become due and payable in accordance with these terms and conditions. Certain exceptions apply. Please read clause 4 for further details.

#### Transfer and Resale of Season Tickets

Season Tickets can only be re-sold or transferred to a Guest with the Club's prior written permission and only then for a single Home Match. Season Tickets can only be re-sold or transferred to a third party without the Club's prior written permission by using the Official Ticket Exchange and only then for a single Home Match.

No guarantee of tickets for certain matches

#### Membership does not guarantee you a ticket to the following matches

(iii) the FA Cup semi-final or final; (ii) the Football League Cup semi- final (away leg) or final; (iii) any match in a UEFA Competition or (iv) all three (3) home domestic cup matches during the Season for each of the League Cup and FA Cup. You will find details on the Club Website of how you can apply for a ticket (or tickets) for those matches. See clause 8 of these Terms and Conditions for further details

## Termination

The Club has the right to terminate your Season Ticket for a number of reasons including where: (i) you (or any other Ticket Holder) breach any of these terms and conditions or otherwise misuse your Season Ticket; (ii) you are, at any time, or the Ticket Holder is, at the time they enter the Ground, subject to a banning order or other order prohibiting you/ them from entering the Ground or any other sporting venue in the world; (iii) you are (or any other Ticket Holder is) found guilty of a criminal offence in connection with your/their behaviour in the Ground or any other stadium; or (iv) you fail to pay when due any amount payable by you under these terms and conditions or any other agreement between you and the Club. Please read clause 4 for further details.

## Rescheduling of Matches

The Club will not be liable for the delay, postponement or rescheduling of any Home Match for whatsoever reason.

## Under 16s

No one under the age of 16 is permitted to enter the Ground unless accompanied by an adult.

## 1. Price, Payment and Issue of Season Ticket

1.1 Due to potential restrictions imposed by the government which means the Ground capacity may be restricted to a level where it is not possible to accommodate all Season Ticket Holders, Season Tickets are sold on a first come first served basis, subject to availability, in the Club's reasonable discretion and the directions of any Competent Authority.

1.2 The issue of a Season Ticket and subsequent access to the Ground is subject to the Ground Rules and Regulations (which can be found on or accessed via the Club's website at [www.whufc.com](http://www.whufc.com), [www.eticketing.co.uk/whufc](http://www.eticketing.co.uk/whufc) or can be provided on written request to the Club).

1.3 Season Tickets are for the use of supporters of the Club only. By applying for a Season Ticket and/or using the same you are promising (and if you are a business, warranting) that you are a supporter of the Club.

1.4 Save where otherwise permitted in these Terms and Conditions, Season Tickets are non-refundable. Any requests are only considered in exceptional circumstances at the Club's discretion and otherwise as set out in clause 4.

1.5 All children under 16 years of age must be accompanied by an adult

1.6 A Season Ticket will entitle you to attend the following Matches during the Season:

1.6.1 all League Home Matches; and

1.6.2 up to the first three (3) home domestic cup matches during the Season for each of the League Cup and FA Cup, depending on how many matches the Club qualifies for.

1.7 If the Club does not play three (3) home domestic cup matches during the Season, any outstanding match entitlement cannot be carried over for the next Season.

1.8 Individuals who held a Season Ticket for the preceding season shall (unless that Season Ticket was withdrawn and/ or cancelled and/ or the Season Ticket Holder is subject

to a stadium ban) have the option to renew their Season Ticket for the forthcoming Season during the Renewal Window only. Existing Season Ticket holders will be emailed in advance of the Renewals Window with details of how to renew (which will also be available on the Website).

1.9 Once the renewals process has been completed, individuals will be contacted with details on how to purchase a Season Ticket

1.10 By applying to purchase / renew one or several Season Tickets, you are making an offer to the Club. A contract for the supply of the Season Ticket and any associated benefits shall be created once the Club has issued a Season Ticket (or in the case of a renewal, the Club confirms that the Season Ticket has been renewed).

1.11 The sale / renewal of each Season Ticket is subject to you providing the Club with payment of the relevant price:

1.11.1 in full at the time of purchase; or

1.11.2 if you have chosen to pay by monthly instalments, the Preferred Payment Provider has confirmed to us that you have entered into a finance agreement with them.

1.12 The price payable for each Season Ticket shall be as set out on the Website or as otherwise notified by the Club from time to time. Where an existing 2019/20 Ticketholder has accrued a balance via the Official Ticket Exchange, such balance will be deducted from the purchase price of the new Season Ticket. Booking fees may apply. Unless expressly stated otherwise, all prices are inclusive of VAT.

1.13 The Club always tries to ensure that pricing and ticketing information provided by the Club is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to a Season Ticket which has been purchased, the Club will endeavor to inform you as soon as reasonably practicable using the contact details provided to the Club. You will have the option of reconfirming the order at the correct price/ product description or cancelling the order. If the Club is unable to contact you having made reasonable attempts to do so, the Club will treat the order as cancelled and the Club will provide a full refund to you using the payment details provided (including any booking fees incurred). If valid payment details have not been provided, no further action will be taken by the Club.

1.14 You shall be issued with a Season Ticket/your existing Season Ticket will be renewed (as applicable) once your application to purchase a Season Ticket has been accepted, and either (i) full cleared payment has been received by the Club; or (ii) the Preferred Payment Provider has confirmed to us that you have entered into a finance agreement with them

1.15 While new Season Tickets will generally be posted to the you, if notified by the Club, you may be required to collect your Season Ticket in person at the box office to enable the Club to verify identification or other details regarding your order.

## 2. Admission to the Ground

2.1 By buying and/or accepting and/or holding a Season Ticket and/ or using a Season Ticket to gain access to the Ground, you: (a) agree to be bound by and to comply with the Terms & Conditions of Entry; and (b) agree to bring them to the attention of others .

2.2 A Season Ticket permits you to occupy at the Home Match the seat indicated on the Season Ticket or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you because of operational reasons (for example and without limitation, to facilitate the refurbishment or redevelopment of certain areas of the Stadium).

2.3 All access to the Ground under a Season Ticket will be for the purposes of private enjoyment of the Home Match only, not for any commercial gain (and no authorisation is given or implied in respect of the carrying out of any activities conducted for commercial gain in the Ground).

## 3. Your behaviour

3.1 Except as set out in clause 3.2 below, you will not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Home 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 Football Authority and/or the Club and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the Premier League, including by way of present assignment of future copyright pursuant to relevant UK copyright laws. You further agree (if and whenever required to do so by the relevant Football Authority) to promptly do all things necessary (including signing documents) to vest the right, title and interest in such rights to the relevant Football Authority absolutely and with full title guarantee.

3.2 Mobile telephones and other mobile devices are permitted within the Ground, PROVIDED THAT (a) they are used for personal and private use only (which, to avoid doubt and by way of example only, will not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) 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.

3.3 Except for official Club merchandise and/or other football-related clothing worn, you will not bring into, use, wear, or display within the Ground any sponsorship, promotional or marketing materials.

3.4 You will not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature.

3.5 You will comply with any size restrictions with regards bags brought into the Ground as may be communicated by the Club from time to time and submit any bags or items brought to the Ground for such security searches as may be required. To avoid unnecessary delays, please do not bring bags to the Ground where possible.

3.6 All visitors to the Ground will be subject to a search.

3.7 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Ground Rules and Regulations.

3.8 On the basis that you are a supporter of the Club and in light of the Season Ticket holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Away 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.

3.9 Even if you are in the possession of a ticket, the Club, the Operator, any police officer or authorised steward may refuse entry to (or eject from) the Ground any person:

3.9.1 that fails (or in the Club or Operator's reasonable opinion is likely to fail) to comply with these Season Ticket Terms &

3.9.2 Conditions, the Ground Rules and Regulations or any reasonable instruction issued by a police officer or authorised steward; and/ or

3.9.3 whose presence within the Ground is or could (in the Club or Operator's reasonable opinion), constitute a source of danger, nuisance or annoyance to any other person.

1.1.1 that is prohibited (by law or otherwise) from attending any other sporting venue anywhere in the world or where he/she has engaged/engages in any abusive, dangerous or other objectively unacceptable behaviour in any other sporting venue in the world.

## 4. Cancellation & Withdrawal of Season Ticket by you or the Club

4.1 If you need to terminate your Season Ticket for one of the reasons set out in this clause 4.1, the Club, in its reasonable discretion and subject to receiving what it considers to be sufficient evidence will consider your request, in line with clause 4.2 below. The relevant reasons are:

4.1.1 loss of life or major illness;

4.1.2 injury; or

4.1.3 loss of livelihood or change of principal place of work or home.

4.2 All requests for cancellation should be made in writing to supporterservices@westhamunited.co.uk or West Ham United FC Ticket Office, London Stadium, Queen Elizabeth Olympic Park, London, E20 2ST. The Club reserves the right to request further information from you to establish whether a cancellation request is genuine. Once the Club has received the requested information and is satisfied that no further information needs to be provided, the Club will contact you to advise of its decision. If it agrees to cancel your Season Ticket and you paid the price of a Season Ticket upfront, the Club will confirm any amount to be refunded in respect of any part of the cost of the Season Ticket that you have been unable to use and will refund you using the same payment method that you used initially. If the Club agrees to cancel your Season Ticket and you pay monthly, the Club will inform the Preferred Payment Provider, who will confirm cancellation to you and arrange for a refund in accordance with the terms of its finance agreement with you. The Preferred Payment Provider will also cancel future direct debits. We recommend that you contact the Preferred Payment Provider yourself to confirm cancellation and the terms which will apply.

4.3 Except as stated in clause 4.1, the fees paid for the Season Tickets are non-refundable and non-transferable and once a Season Ticket is purchased the Club is under no obligation to refund the whole or any part of those fees paid by you to the Club if you decide to cancel your Season Ticket or if your Season Ticket or any of its associated benefits are suspended or terminated by the Club in accordance with these terms and conditions.

4.4 Other than is noted in clauses 4.1 and 4.3 if the Agreement is terminated (and your Season Ticket is cancelled) for whatever reason by you or by the Club in line with these terms and conditions, before the end of the Season Ticket Term, you shall within fourteen (14) days of written notice, pay to the Club the balance remaining of the fees due under the Agreement for the Season Ticket Term. This will be equivalent to any sums due for the Season Tickets if you have chosen to pay upfront or, if you are paying monthly, the amount calculated under your finance agreement with the Preferred Payment Provider.

4.5 Irrespective of any other remedies it may have, the Club will have the right in the case of any serious or persistent breach of the Ground Rules and Regulations to cancel and withdraw your Season Ticket.

In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Season Ticket. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms & Conditions of Entry:

4.5.1 smoking in designated non-smoking areas including the use of electronic cigarettes;

4.5.2 being (or appearing to be) intoxicated;

4.5.3 possessing or consuming alcoholic beverages within view of the pitch;

4.5.4 persistent standing in seated areas whilst the Home Match is in progress;

4.5.5 the sale or transfer (save as permitted) of a Season Ticket to any person;

4.5.6 the possession of a banner or flag that bears material or

slogans that are offensive, obscene, abusive or racist;

4.5.7 the deliberate misuse of a Season Ticket including:

a) transferring of a Season Ticket in violation of these terms and conditions;

b) entering or attempting to enter the ground with a concession ticket for which you would not be eligible;

4.5.8 the supply of any misleading or incorrect information in any application;

4.5.9 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;

4.5.10 whether at the Ground, or, travelling to or from a Home Match:

a) the use of foul, obscene, abusive and/or racist language and/ or gestures;

b) the chanting of anything of an indecent or racist nature;

c) fighting or engaging in and/or inciting violence;

4.5.11 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;

4.5.12 entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;

4.5.13 any false statement in respect of your being a supporter of the Club;

4.5.14 breach of the terms of any Membership;

4.5.15 any breach of clauses 3.1, 3.2 and 3.3 above; and

4.5.16 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party).

4.6 The Club may conduct security searches where it has reason to believe that any of the breaches set out in clause 4.1 has either occurred or may occur.

4.7 If a Season Ticket holder is not 16 years old or over, his/ her parent(s) and/or guardian(s) are responsible for his/ her actions, conduct and compliance with the Terms and Conditions of Entry.

4.8 If your Season Ticket 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 Home 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).

## 5. Covid-19 and other infectious diseases

5.1 Even if your application for a Season Ticket is successful, unfortunately, the Club can't guarantee that Season Ticket holders will be able to attend all Home Matches in the 2020/21 Season and so in the event that the government orders that all mass gathering and/or sports events are to be cancelled, played 'behind closed doors' or with limited spectator numbers, the Club shall offer each Season Ticket holder a credit note for the value of those games missed calculated against the number of Home Matches included as part of your Season Ticket (with each Home Match assigned the same value). So, for example, if your Season Ticket cost £3,190 and for any of these reasons you cannot attend 1 Home Match across the Season the Club will give you a credit note for £145. Credit can be redeemed as a full or part payment against additional match tickets, future season ticket renewals, hospitality and online and in-store purchases at official Club stores. If you would prefer to have a refund for the equivalent amount, please let the Club know. There are no refunds if you cannot attend a Home Match for any other reason.

5.2 Football Authorities await further guidance on how Clubs can mitigate the risk of any infection and what this will mean for visitors at sports events. The Club will be doing everything it can to make visitors to the Stadium safe and will update its Season Ticket holders on the measures it will be taking once this guidance has been issued. By purchasing a Season Ticket, you agree to comply with any code of behaviour, guidance, rules and regulations imposed by the government, the Club and any Football Authority from time to time in respect of the admission to, and attendance at, the Ground. For example, the Club may be required to carry out temperature checks on entry and Season Ticketholders may be required to wear face coverings or respect social distancing during their visit or you might have to provide contact details before you can be admitted to the Ground. The Club reserves the right to refuse admission to, or eject from, the Ground any person who refuses to comply with any such code of behaviour, guidance, rules and regulations and in such circumstances no refund will be offered for any Home Matches not attended as a result.

5.3 Season Ticket holders should not attend Home Matches if they are displaying any of the symptoms of any disease which applicable codes of behaviour, guidance, rules and regulations say they should not attend a Home Match or should be self-isolating as a result. No refunds will be offered to Season Ticketholders who cannot attend a Home Match as a result.

5.4 The Club may need to share your information with the NHS Test and Trace service if someone who has tested positive for COVID-19 or another serious infectious disease lists the Ground as a place they recently visited. Read our privacy notice to find out how your information is shared and stored and more information about your rights

## 6. Use of Season Ticket

6.1 Subject to clause 6.2, below, Season Tickets are issued for your sole use and you shall not sell, dispose of, 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 will not use the Season Ticket for any commercial purpose. The reference to selling the Season Ticket includes: (a) offering to sell a Season Ticket (including, without limitation, via any website or online auction site);

(b) exposing a Season Ticket for sale; (c) making a Season

Ticket available for sale by another person; (d) advertising that a Season Ticket is available for purchase, which to avoid doubt (and by way of example only) means that the Season Ticket may not be offered as a prize in any promotion or competition; (e) transferring, lending or selling a Season Ticket to any third party as part of a hospitality or travel package; and (f) 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 except as expressly authorised by the relevant Football Authority or the Club.

6.2 You may only sell or transfer the Season Ticket:

6.2.1 to a Guest with the express written consent of the Club given at the Club's reasonable discretion, provided that: (i) such sale or transfer is in respect of an individual Home Match only; (ii) there is no payment or benefit in excess of the face value of a ticket to that Home Match; and (iii) that such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business; or

6.2.2 to any person without the express written consent of the Club, provided that such sale or transfer is in respect of an individual Match and is made via (and in accordance with the terms and conditions of) the Official Ticket Exchange or Official Ticket Transfer only,

6.2.3 on the basis that each such resale or transfer is provided to be subject to the Ground Rules and Regulations which will (except for any rights to transfer under this clause) apply to and bind the recipient of the Season Ticket as if he/she was the original purchaser of the Season Ticket (and where the Season ticket is sold or transferred to a Guest you must inform them of this).

6.3 The unauthorised sale or disposal of a Season Ticket may amount to a criminal offence. 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 relevant Football Authority 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, 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 in accordance with all UK data protection laws.

6.4 The Season Ticket will remain the property of the Club at all times and must be produced together with evidence of your identity if required to do so by any official, steward or employee of the Club or any police officer. The Club reserves the right to require the immediate return of the Season Ticket at any time.

6.5 A Season Ticket permits you to occupy at the Home Match the seat indicated on the Season Ticket or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion.

6.6 All access to the Ground pursuant to a Season Ticket shall be for the purposes of private enjoyment of the Home Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).

6.7 Any Season Ticket obtained or used in breach of the Ground Rules and Regulations will be automatically void and all rights that would ordinarily be conferred by such Season Ticket will be considered nullified. Any person seeking to use a Season Ticket in breach of the Ground Rules and Regulations in order to gain entry to the Ground or remain at a Home Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Home Match and/or may have his/her Season Ticket cancelled or withdrawn. In the event of cancellation and withdrawal in accordance with this clause 6.7, no refund will 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.

## 7. Concession Rate Season Tickets

7.1 At the Club's absolute discretion, it may offer tickets at a discounted or concessionary rate.

7.2 These rates would vary from the normal adult Season Ticket price and which are listed on [www.whufc.com](http://www.whufc.com).

7.3 Where the holder of a concession rate Season Ticket is unable to attend a match, he/she may choose to upgrade this ticket to the full adult rate for specific matches (subject to availability). This can be done by contacting the West Ham United ticket office.

7.4 Disabled Supporters who can provide the Club with any of the following as proof of their disability shall be entitled to purchase a Season Tickets at a concessionary rate:

7.4.1 a statement of high mobility/living allowance as issued by the Department of Work & Pensions;

7.4.2 receipt of either the Severe Disablement Allowance or Attendance Allowance;

7.4.3 blind or partially sighted registration certificate;

7.4.4 enhanced rate of Personal Independence Payment.

7.5 This list is not exhaustive and consideration will be given to any other evidence that can be provided, on a case by case basis.

7.6 The Club will allow a Disabled Supporter to bring a free of charge Personal Assistant to every Home Match (save where a Disabled Supporter is under the age of 16, as all supporters within that age bracket must be accompanied by an adult aged 18 and over to attend Matches) subject to the following conditions:

7.6.1 The Club will make every effort to allocate the Personal Assistant with a seat adjacent to the Disabled Supporter, however if this is not possible, the Club will allocate the closest available seat to the Disabled Supporter.

7.6.2 Should the Personal Assistant wish to attend a Home Match without the Disabled Supporter, the Personal Assistant must upgrade the Season Ticket and pay the full prevailing rate to attend that particular fixture by calling Supporter Services.

7.7 The Club reserves the right to investigate or examine any concession rate Season Tickets and request proof of

eligibility to use a concession rate Season Ticket.

7.8 Should a supporter attempt to gain entry to the Ground using a concession rate Season Ticket for which they are not eligible nor have an upgrade as described in 7.3 the Club reserves the right to remove the supporter from the Ground, impose penalties or bans on both the supporter using the ticket and the registered owner of the Season Ticket.

## 8. Home Cup Tickets

8.1 Although you will be entitled to attend up to the first three (3) home domestic cup matches (depending on how many matches the Club qualifies for) during the Season for each of the League Cup and FA Cup, you will need to join the Club's automatic cup scheme to ensure you automatically purchase tickets for all rounds of the respective cup competitions. Please note the Club does not guarantee three (3) home domestic cup matches during the Season.

8.2 Where the Club is drawn at home in cup competitions, details on how you may apply for a ticket (or tickets) for such a match will be made available by the Club on the website and where practicable, in advance in the Club's home match day programme.

8.3 In respect of non-cup scheme Season Ticket holders who purchase tickets to a Home Cup Home Match, the Club cannot guarantee that your allocated seat at the Ground will be available and, as such, an alternative seat may need to be selected and purchased prior to the Home Match.

8.4 . For those who are affected, subject to availability, and on a first come first served basis, you will be offered an exclusive period within which to acquire tickets for alternative seats in the stadium.

8.5 We may allocate seats at our reasonable discretion but we will of course try our best to offer you an alternative seat of equivalent value to the seat indicated on your Season Ticket.

8.6 For those subscribed on our automatic cup scheme at the time of the draw, and where they have their Season Ticket available, the Club will process these shortly after the draw. These shall be treated as a match ticket where these are non-refundable and any requests for refund would only be considered in exceptional circumstances and on a discretionary basis via written communication no later than 72 hours prior to kick off.

## 9. Other tickets

9.1 If, during the season, the Club qualifies for any of the following:

9.1.1 (A) the FA Cup Semi-Final or Final;

9.1.2 (B) the Football League Cup Semi-Final (Away Leg) or Final; or

9.1.3 (C) any Home Match of a UEFA Competition,

details on how you may apply for a ticket (or tickets) for such a match will be made available by the Club on its website and, where practicable, in advance in the Club's home match day programme.

9.2 Where possible, subject to the Club's overall ticket allocation for such fixture, you will be allocated one ticket in respect of the Season Ticket. However, the Club cannot guarantee that any such allocation will be made.

9.3 No preference can be given to you in respect of any matches played at the Ground in which the Club is not participating.

### 10. Relocation of Seats

10.1 In the interests of safety, public order, or crowd control or to comply with applicable laws and regulations the Club may be required to move the location of a seat allocated to you under your Season Ticket.

10.2 If this happens, the Club will make best efforts to offer a seat that is similar in price and view to that from which you were moved however this may not always be possible.

### 11. Changes to Dates, Refunds & Exchanges

11.1 Save as otherwise permitted in clauses 4, 5 and 7, once purchased, a Season Ticket holder shall not be entitled to cancel, upgrade or downgrade their Season Ticket and no refunds shall be given for any Matches unattended during the Season.

11.2 No guarantees can be given by the Club that a Home Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Home Match without notice. Your Season Ticket will enable you to attend the re-arranged Home Match.

### 12. Lost or Stolen Season Tickets

12.1 In order to gain admission to the Ground, the Season Ticket must be presented in its entirety at every Home Match.

12.2 If you forget your Season Ticket in respect of any individual Home Match, the Club will not be obliged to admit you or issue any other form of ticket for that Home Match. If a match-day duplicate ticket is issued, having been requested in the working week prior to the Home Match, the Club may require payment of a non-refundable administration charge of £5.00. If you request a duplicate on the day of the Home Match, the Club may charge a non-refundable administration charge of £10.00 to cover its administrative costs.

12.3 If, in the Club's opinion, a Season Ticket is damaged, lost, stolen or destroyed, a duplicate Season Ticket shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge of £10.00. In making its decision, the Club will be entitled to call for all reasonable evidence of the need for a replacement Season Ticket, for example but not limited to a police crime reference number in the event that a Season Ticket is stolen, or a copy of the damaged Season Ticket.

12.4 Should any Season Ticket when applied for not arrive in the post after purchase, you will be required to sign a document confirming this and undertaking to immediately return the original Season Ticket to the Club should it come into your possession at any time. There will be no charge for the issue of a duplicate Season Ticket in this instance.

### 13. Change of Details

13.1 If you change any of your details (including contact or payment details) during the season you must notify the Club

as soon as reasonably practicable by logging into [www.eticketing.co.uk/whufc](http://www.eticketing.co.uk/whufc) and updating your contact details or by emailing [clublondon@westhamunited.co.uk](mailto:clublondon@westhamunited.co.uk).

### 14. Your personal Data

14.1 The personal data that you provide to the Club will be processed, stored and transferred in line with the terms of the Club's privacy policy available on [www.whufc.com](http://www.whufc.com). If you have chosen to pay by Monthly Fees, any personal data you provide to the Preferred Payment Provider will be handled in accordance with its privacy notice, so please make sure you read it before you provide any personal data to it.

14.2 All Season Ticket 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 from them) may be taken of them 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 Football Authority, or others (including commercial partners and accredited media organisations).

### 15. Our liability to you

15.1 Except as noted in the remainder of this clause 15, if the Club fails to comply with these Season Ticket Terms and Conditions, it is responsible for loss or damage you suffer that is a foreseeable result of the Club being in breach of these Season Ticket Terms and Conditions or for failing to use reasonable endeavours care and skill, however, the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time you paid for the Season Ticket if you are a consumer, both you and the Club knew it might happen, for example, if you discussed it with the Club during the sales process.

15.2 The Club will take all reasonable precautions to maintain the security of the Ground, but neither it nor the Owner or Operator will be responsible in any way for the loss of, or damage to, any of your property in the Ground (including, without limitation, any property you left behind in the Ground), except where that results from our negligence. Notwithstanding the foregoing, the Club and the Owner and Operator shall be entitled to dispose of any property you or the Ticket Holder left behind in the Club London Area.

15.3 The Club will not have any liability to you for any late delivery or non-delivery of any Ticket, replacement tickets, documents or other materials resulting from the actions or omissions of any postal service provider.

15.4 The Club will not be responsible for any interruptions and/or restrictions to the view of the Home Match caused by virtue of:

15.4.1 the position of the seat; and/or

15.4.2 the actions of other spectators.

1.2 The Club will not have any liability to you for any failure to provide or delay in carrying out any of its obligations under the Season Ticket Terms & Conditions which is caused by events or matters outside of its reasonable control and any abandonment, postponement or cancellation of any matches.

15.5 Notwithstanding clause 15.1, where you are a business or not acting as a consumer:

15.5.1 the Club will not be liable for any business losses and the Club will not have any liability to you or any other person for any loss of profit, loss of business, business interruption or business opportunity, indirect, special or consequential loss or damage;

15.5.2 the aggregate liability of the Club to you in connection with these Season Ticket Terms and Conditions, whether in contract or tort or otherwise shall not exceed the price of the Season Ticket actually paid by you to the Club; and

15.6 The Club excludes any liability for loss, injury or damage to persons and 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.

15.7 Nothing in these Season Ticket Terms and Conditions shall exclude or limit the Club's liability for:

15.7.1 fraud or fraudulent misrepresentation by the Club;

15.7.2 death or personal injury caused by its or any of its officers', employees' or agents' negligence; or any other matter in respect of which liability cannot be excluded or limited under applicable law. This includes liability for breach of your legal rights in relation to the services provided under the Agreement, such as them being supplied with reasonable skill and care.

## 16. General

16.1 The Club may transfer or subcontract any of its rights or obligations under these Season Ticket Terms and Conditions to another organisation within its group. The Club will always tell you if this happens and will ensure that the transfer will not adversely impact your rights under these Season Ticket Terms and Conditions.

16.2 No other person shall have any rights to enforce the contract with you for the Season Ticket, except any person or company that you or we transfer rights to in line with these Season Ticket Terms and Conditions and the Football Authority.

16.3 If there is any conflict, ambiguity or inconsistency between any provision of these Season Ticket Terms & Conditions and any provision of the Ground Rules and Regulations, the relevant provision of these Season Ticket Terms & Conditions will take precedence.

16.4 If you are a consumer, the Club intends to rely on the written terms set out in these Season Ticket Terms and Conditions and the Ground Rules and Regulations. If you are uncertain about any of your rights and obligations under these terms, please contact the Club using the contact details below.

16.5 If you are a business, these Season Ticket Terms and

Conditions and the Ground Rules and Regulations constitute the entire agreement between the Club and you and neither the Club nor you or the Ticket Holder will 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 them which is not set out in these Season Ticket Terms and Conditions or the rules and regulations referred to in them.

16.6 This contract is between you and the Club. No other person shall have any rights to enforce any of its terms.

16.7 Each of the clauses of these Season Ticket Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

16.8 The Club reserves the right to make changes to these Season Ticket Terms and Conditions from time to time, for example, to reflect amendments to relevant laws and regulations, provided that the changes shall not result in you receiving any less than the same or substantially similar benefits to those that you were entitled to receive prior to such changes. Up to date versions of the Season Ticket Terms and Conditions will be made available promptly on the Club's website.

16.9 If the Club does not insist immediately that you do anything you are required to do under these Season Ticket Terms and Conditions, or if the Club delays in taking steps against you in respect of your breach of any of these Season Ticket Terms and Conditions, that will not mean that you do not have to do those things or that the Club is prevented from taking steps against you at a later date.

16.10 The Club will try to solve any disagreements with you quickly and efficiently.

16.11 These Terms and Conditions will be subject always to the effects of Covid-19 or any variant of COVID-19, and any epidemic, pandemic or other infectious disease. on the Club and the directions of any Competent Authority.

16.12 The Club's contract with you for your Season Ticket is governed by English law and you can bring legal proceedings in respect of it in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

## Glossary for Season Ticket Terms & Conditions

In the Season Ticket Terms & Conditions the following words and phrases shall have the following meanings:

**"Away Club"** means the football club playing against the Club.

**"Club"** means West Ham United Football Club.

**"Competitions"** the Premier League, the Football League, the Football Association Challenge Cup and the Football League Cup Competition;

**"Competent Authority"** any supranational, statutory national, local or municipal government body, agency, court, department, official or public or statutory person, police, or other authority in any jurisdiction having authority over the Parties (or any one of them) or having responsibility for the regulation or governance of any aspect of the performance of these Terms and Conditions (including, without limitation, each of the Football Authorities).

**"Disabled Supporter"** any supporter of the Club who has a physical or mental impairment that has a 'substantial' and 'long-term' negative effect on their ability to do normal daily activities;

**"First Team"** the first XI men's football team representing the Club;

**"Football Authority"** means each of the Premier League, The Football League, The Football Association, The Football Association of Wales, FIFA, UEFA and any other relevant governing body of association football.

**"Ground"** means London Stadium and all locations owned, occupied, operated or utilised by the Club and London Stadium

**"Ground Rules and Regulations"** means those ground regulations issued by the Club from time to time that set out the terms and conditions on which spectators are granted entry to the Ground.

**"Guest"** means a relative, friend, colleague and/or companion to the disabled who would be entitled to purchase a Season Ticket under the Terms & Conditions of Entry.

**"Home Matches"** all home football matches to be played by the First Team at the Ground during any Season in any of the Competitions. For the avoidance of doubt, a "Home Match" does not include: (i) any semi-final or final (or replay thereof) played at the Stadium in any of the Competitions (whether or not the First Team plays in such match) where the reason that such match is being played at the Stadium is that the Stadium has been chosen by the relevant football authority organising that Competition as a neutral venue to host that match; or

(ii) any other friendly or international matches, whether involving the First Team or otherwise;

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

**"Membership"** means any rules and regulations agreed in relation to your participation in the Club's membership scheme which can be found at [www.whufc.com](http://www.whufc.com).

**"Official Ticket Exchange"** means the Club's authorised ticket resale facility.

**"Official Ticket Transfer"** means the Club's authorised ticket transfer facility.

**"Operator"** means London Stadium 185 Ltd.

**"Personal Assistant"** an individual who is responsible for a Disabled

Supporter's care;

**"Preferred Payment Provider"** the third party finance company that offers the ability to finance the cost of a Season Ticket, by Monthly Fees;

**"Renewal Window"** the period from 28/07/2020 or such other period

as the Club may stipulate from time to time during which 2019/2020

Season Ticket holders may renew their Season Tickets;

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

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

**"Terms & Conditions of Entry"** means each of the rules and regulations of any Football Authority, the Ground