



CLUB LONDON

Terms and Conditions 2017/18

These Club London Terms and Conditions apply to the purchase and use of your Club London Membership. Please read the terms and conditions and any additional information provided to you in respect of the Club London Membership carefully before purchasing the Club London Membership. The terms and conditions are set out overleaf, but we draw your attention to the following key terms:

- In order to become a member of Club London, all Members are required to pay a Membership Fee and the total cost of a Season Ticket for a minimum term of 3 Seasons. Members may either opt to pay the total cost of the Season Ticket upfront as a full payment for the cost of the 3 Seasons or by way of Monthly Fees to be settled as 36 consecutive monthly Direct Debits.
- Membership Fees are non-refundable and non-transferable otherwise as provided for in these terms and conditions. Please read paragraph 6 for further details on how to transfer your Membership.
- The Club is under no obligation to refund the whole or any part of the Membership Fee or any other fee paid by the Member to the Club if the Member decides to cancel their membership and/or if their Membership and/or any of its associated benefits are suspended or terminated by the Club before the end of the Season Ticket Term and the balance of any Monthly Fees 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 paragraph 8 for further details.
- Memberships may not be re-sold without the prior written consent of the Club but may be used by authorised guests of the Members. It is the responsibility of the Member to ensure that any guest who uses the Club London Area is aware of and complies with these terms and conditions at all times.
- The Club reserves the right to exclude or remove from the Club London Area and the Stadium, temporarily or permanently, any Member or Ticket Holder where the Club reasonably suspects that the Member or Ticket Holder may breach or may have breached these terms and conditions or is otherwise misusing the benefits associated with their Membership.
- The Club has the right to terminate the Agreement with any Member for a number of reasons including where (i) the Member (or any other Ticket Holder) breaches any of these terms and conditions or otherwise misuses the Membership; (ii) the Member is at any time, or any other Ticket Holder is, at the time they enter the Stadium, subject to a banning order or other order prohibiting him from entering the Stadium or any other sporting venue in the world; (iii) the Member (or any other Ticket Holder) is found guilty of a criminal offence in connection with their behaviour in the Stadium or any other stadium; or (iv) the Member fails to pay when due the Monthly Fee (and/or the Membership Fee) or any other amount payable by him under this Agreement or any other agreement between the Member and the Club. Please read paragraph 8 for further details.
- The Club shall not be liable for the delay, postponement or rescheduling of any Home Match for whatsoever reason.
- Members will be charged for damage caused to the facilities within the Club London Area during the use of their Membership, save for reasonable wear and tear.
- No one under the age of 16 shall be permitted to enter the Club London areas unless accompanied by an adult.

The terms and conditions overleaf provide further details on each of the above points.



West Ham United Club London Membership Terms and Conditions

1. Parties

1.1. These terms and conditions together with its schedules and (as appropriate): (i) any Order Form; (ii) the scripted information read out to Members by the Club's hospitality team; and/or (iii) information provided to a Member attending the Club's ticket office (or such other physical location from which the Club sells Memberships) shall govern the agreement between the Club and the Member in respect of their Membership(s) for the Season Ticket Term to the exclusion of any other terms or conditions (Agreement).

2. Interpretation

2.1. The capitalised terms used in this Agreement have the meanings given to them in Schedule 2.

3. Purchase

3.1. A purchaser of a Membership is required to agree to these terms and conditions at the point of purchase. The Club shall be deemed to have accepted any offer made by the Member to purchase the Membership and a contract shall be created when the Club calls or emails the Member to acknowledge their acceptance.

3.2. Memberships are sold subject to availability and in the Club's sole discretion and the Club expressly excludes all liability for any loss, expense or other type of claim arising as a result of any unsuccessful attempt to sign up to a Membership.

4. Payments and Rights

4.1. The Membership Fee is payable immediately during the sales process upon the selection of a Club London Seat(s) and Club London Lounge(s) and in any event must be paid within 30 days of receiving an invoice from the Club or before the first day on which the Member wishes to use their Membership, whichever is the earliest (save where otherwise stated on the Order Form).

4.2. Upon successful payment of the Membership Fee the Member must then select to pay for a Season Ticket pursuant to one of the following payment options:

4.2.1. either as a full payment for the cost of the entire Season Ticket Term; or

4.2.2. by way of Monthly Fees to be settled as 36 consecutive monthly Direct Debits for the length of the Season Ticket Term deducted from your bank account in accordance with paragraph 4.4 below.

4.3. In the event that the Member selects to pay for the Season Ticket in full, the full payment is due immediately at the same time as the Membership Fee and must be paid in accordance with paragraph 4.1 above.

4.4. In the event that the Member selects to pay by way of monthly Direct Debit, the first Direct Debit payment shall be debited from the Member's nominated account on the first day of the month, 2 months prior to the Commencement Date of their Membership and continuing on a monthly basis for the length of the Season Ticket Term.

4.5. All fees are exclusive of VAT and 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 the responsibility of the Member to check payment information carefully. A valid receipted invoice will be issued should one be requested by the Member.

4.6. Subject to:

4.6.1. receipt in cleared funds of the Membership Fee and the total price of the Season Ticket and/or the Monthly Fees (as applicable); and

4.6.2. the Member's adherence to these terms and conditions

purchase of the Membership shall entitle the Member and such other Ticket Holder to receive the Ticket(s) and the Season Ticket benefits set out in Schedule 1 for the duration of the Season Ticket Term.

4.7. If the Member does not pay to the Club any part of the Membership Fee, the price of the Season Ticket and/or the Monthly Fees or any other payment due under or in respect of this Agreement on the due date for payment (a Late Payment), in addition and without prejudice to the Club's rights under paragraph 8 the Club may charge interest to the Member 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 shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

4.8. All payments to be made by the Member under this Agreement shall be made in full without any set-off, restriction, condition or deduction for, or on account of, any counterclaim of any other matter.

5. Tickets

5.1. Season Tickets are issued subject to the Season Ticket terms and conditions of use in force from time to time, the current version of which is set out in schedule 3.

5.2. The Member may permit a Ticket Holder, for no charge or commercial gain whatsoever to the Member, to use a Ticket provided to the Member pursuant to this Agreement from time to time. Any use by a Ticket Holder of a Ticket is provided subject to the terms of this Agreement which will (save for any rights to transfer under this paragraph) apply to and bind that Ticket Holder as if he/she had entered into this Agreement (and the Member must inform the Ticket Holder of this).

5.3. Admittance to the Stadium and the Club London Area shall only be permitted upon the satisfactory production by a Member or Ticket Holder of a valid Ticket. Any person seeking to use a Ticket on more than one occasion at the same Home Match or which has been cancelled or suspended may be considered to be trespasser and may be refused entry to, or ejected from, the Stadium and such acts shall be deemed a breach of these terms and conditions and the provisions of paragraph 8 shall apply.

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



5.5. Members must notify the Club immediately in the event that a Ticket is lost or stolen. In addition, if any such Ticket is stolen, the Member must also immediately inform the police. The Club may, in its absolute discretion, provide duplicate Tickets and reserves the right to charge a fee for the issue of any such replacement.

5.6. No one under the age of 16 shall be permitted to enter the Club London Area unless accompanied by an adult.

6. Re-sale and Assignment

6.1. The rights of the Member under this Agreement and any Ticket are personal to Members and a Member shall not, and shall procure that no Ticket Holder shall, without the prior written consent of the Club, assign, transfer, sell, offer to sell, novate, licence, hire, grant or dispose of any of his/her rights under this Agreement and any Ticket(s) made available under this Agreement (or any interest in such rights) to any other person save as provided for in these terms and conditions.

6.2. Members may only transfer their Membership and associated membership fees along with all rights and benefits to another named individual or company subject to the Club's prior written approval. The Club retains the right to charge an administrative fee of 10% of the stated value of the Membership Fee to facilitate this transfer but shall deny the request if it reasonably suspects that the transfer will be to the Club's detriment to permit the transfer, for example, where the proposed transferee fails any credit or other financial check conducted by the Club.

6.3. Where, and to the extent made available by the Club, the Member may offer for sale, sell or resell any part of the Ticket or any benefit of it only through the Ticket Exchange, or any other mechanism for the resale, gift or transfer of the Ticket that the Club may put in place from time to time.

6.4. The unauthorised sale or disposal of any Ticket obtained by the Member (or any other Ticket Holder) under this Agreement may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police if it becomes aware, or has reasonable suspicions that any Ticket obtained by the Member (or any other Ticket Holder) under this Agreement has been sold illegally and will press charges to be brought against those breaking the law. If you are convicted of a ticket touting offence, or we reasonably suspect you to have committed such an offence, we will notify the Premier League, who may in turn notify other Premier League clubs, and/or the UK Football Policing Unit. 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.

6.5. If a Member dies the Club will take into account the Member's wishes in considering the transfer of this Agreement to another person, but is under no obligation to follow such wishes. Prior to any such transfer and subject to the Member's rights under paragraph 8, this Agreement will continue, but the Club may terminate this Agreement (i) if any sums due under this Agreement are not paid on the due dates, or (ii) otherwise in accordance with its terms.

6.6. Without prejudice to the Club's rights under paragraph 8, the Club shall have the following rights in relation to any Member and/or Ticket Holder who breaches this paragraph 6:

6.6.1. confiscation of Tickets (with no right to refund);

6.6.2. ejection from or refusal of access to the Stadium;

6.6.3. suspension of the Membership for any future Home Matches; and/or

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

7. Standards of Behaviour

7.1. The Member shall, and shall procure that each other Ticket Holder shall at all times:

7.1.1. use the Club London Area, the Club London Seats(s) and Club London Lounge(s) and the Stadium in a proper and lawful manner;

7.1.2. not engage in any abusive, dangerous or other unacceptable and/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;

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

7.1.4. save as regards to 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;

7.1.5. comply with all of the rules and regulations imposed by the Club, the Owner and Operator and/or 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;

7.1.6. adhere to the Club's Dress Code in force from time to time. It shall be at the Club's sole discretion to decide if a Member and/or other Ticket Holder are compliant with the Dress Code and entry may be refused to the Club London Area for failure to conform until this paragraph 7.1.6 is adhered to; and

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

7.2. The Member shall not use or seek to profit, and shall procure that no other Ticket Holder uses or seeks to profit from any Ticket or any other benefit provided by virtue of the Member entering into this Agreement: (i) as a gift or prize in any promotion, charitable draw, raffle or competition; or (ii) in contravention or breach of any provision of the Bribery Act 2010.

7.3. The Member shall not make, and shall procure that no other Ticket Holder makes, 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 the Member or any Ticket holder and the Club.

7.4. The Club and/or the Owner and Operator may exclude or remove from the Club London Area and/or the Stadium, temporarily or permanently, any Member or Ticket Holder who the Club reasonably suspects:

7.4.1. to be prohibited (by law or otherwise) from attending the Stadium or any other sporting venue in the world;



7.4.2. in its sole discretion, to be in breach, is likely to breach, or has breached, this paragraph 7 or any other provision of this Agreement and/or any other terms and conditions, rules, laws or regulations applicable to entry to the Stadium and, for the avoidance of doubt, the behaviour of any Member and/or Ticket Holder which results in the Club excluding them or removing them from the Club London Area and/or the Stadium shall be deemed a breach of these terms and conditions and the provisions of paragraph 8 shall apply.

7.5. Members are responsible for the behaviour of other Ticket Holders they invite to use the Club London Area as a guest or in accordance with paragraph 5.2 and may have their Membership suspended or withdrawn if any of the Ticket Holders act in breach of this paragraph 7.

7.6. In the event that a Member's Ticket(s) 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).

8. Cancellation

8.1. If a Member needs to terminate their Membership for one of the reasons set out below in this paragraph 8.1, the Club, in its sole discretion and subject to receiving sufficient evidence in accordance with paragraph 8.2, will endeavour to settle that Member's Club London Membership account with the Club. The relevant reasons are;

8.1.1. Loss of life, or major illness,

8.1.2. injury, and/or

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

8.2. All requests for cancellation should be made to clublondon@westhamunited.co.uk. The Club reserves the right to request further information from the Member 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 the Member to confirm that it has cancelled the Member's Club London Membership and any associated direct debit payments and, if applicable, to confirm any amounts to be refunded in respect of any part of the cost of the Season Ticket not used by the Member. Any amounts to be refunded will be calculated at the Club's sole discretion.

8.3. Membership Fees are non-refundable and non-transferable and once a Membership(s) is purchased (save where otherwise provided for in these terms) the Club is under no obligation to refund the whole or any part of the Membership Fee or any other fee paid by the Member to the Club if the Member decides to cancel their membership and/or if their Membership and/or any of its associated benefits are suspended or terminated by the Club in accordance with these terms and conditions.

8.4. Subject to paragraph 8.1, if this Agreement is terminated (and the Member's Ticket cancelled) for whatever reason by the Member or by whatever reason by the Club before the end of the Season Ticket Term, the Member shall within fourteen (14) days of written notice, pay to the Club the balance of the Monthly Fees due by applying the following formula:

$$A = B \times (C \times 95/100)$$

Where

A = is the amount payable;

B = is the number of months between the date of the termination and the date at which the Season Ticket Term comes to end; and

C = is the relevant Monthly Fee payable by the Member.

8.5. Without prejudice to the other terms and conditions in this Agreement, the Club shall be entitled to either (i) suspend the operation of this Agreement and the Member's rights and benefits without refund until further notice; and/or (ii) terminate this Agreement with immediate effect by way of written notice to the Member in the event that:

8.5.1. the Member (or any other Ticket Holder) breaches any of these terms and conditions or otherwise misuses the Membership;

8.5.2. the Member is at any time, or any other Ticket Holder is, at the time he/she enters the Stadium, subject to a banning order or other order prohibiting him from entering the Stadium or any other sporting venue in the world;

8.5.3. the Member (or any other Ticket Holder) is found guilty of a criminal offence in connection with his/her behaviour in the Stadium or any other stadium;

8.5.4. (being a body corporate) there is a change of control of the Member (within the meaning of section 840 of the Income and Corporation Taxes Act 1988), or application for an order is made, or resolution passed, for the winding up of the Member, 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 the Member (or over all or any of its assets) or any event analogous to any of the foregoing occurs in respect of the Member in any jurisdiction;

8.5.5. (being a partnership) the Member is dissolved or any event analogous to a dissolution occurs in respect of the Member in any jurisdiction (excluding a dissolution of the Member (i) if and to the extent that it relates only to the conversion of the Member 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 Seats(s) on identical terms to this Agreement or any event analogous to any of the foregoing occurs in respect of the Member in any jurisdiction; or

8.5.6. the Member fails to pay when due the Monthly Fee (and/or the Membership Fee) or any other amount payable by him under this Agreement (including, for the avoidance of doubt, any charges payable in accordance with paragraph 12.2) or any other agreement between the Member and the Club.

8.6. The Member shall reimburse the Club against all costs, expenses and losses (including any and all interest, penalties, fines, and all legal and other professional costs and expenses) suffered or incurred by the Club arising as a result of any breach of these terms and conditions by the Member (or any other Ticket Holder) of any of these terms and conditions.



9. Renewal

9.1. Subject to availability, the Club would normally expect to be able to permit the Member to renew the 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, in such terms, including the amount of the Membership Fee and the Monthly Fees, as may be determined by the Club in its sole discretion.

9.2. When and where such renewal is available, the Club will contact the Member using the latest contact details supplied by the Member to the Club. Ordinarily, the Club would expect such communications to be sent out, and any renewals to take place, prior to the end of the then current Season Ticket Term and the Member should ensure that their contact details held by the Club are kept up to date.

9.3. Nothing in this section 9 shall give to the Member any automatic right of renewal or purchase in relation to the Membership or other rights in respect of the Club London Seats(s) or Club London Lounge(s) after the end of the Season Ticket Term.

10. Seating Area Location

10.1. The block, row and seat number of the Member's Club London Seats(s) is shown on the Ticket which will be provided to the Member prior to the first competitive match of the first season of the Season Ticket Term.

10.2. 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 (for example and without limitation, to facilitate the refurbishment or redevelopment of certain areas of the Stadium). The location of the Member's Club London Seats(s) may therefore be subject to change, but any such change will be notified to the Member by the Club.

10.3. 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:

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

10.3.2. the need for repairs or alterations to be made to the Stadium, the Club London Area (or any relevant part) or any fixtures or fittings therein and such repairs or alterations are in the Club's opinion 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 paragraph 12.2; or

10.3.3. any other requirements deemed necessary at the Club's sole discretion,

the Club will use its reasonable endeavours to provide the Member, 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.

10.4. The location of each seat will be determined by the Club at its sole 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 refund, or to a credit against any future Membership Fee and Monthly Fee payments for its Club London Seats(s), in respect of the relevant Home Match(es), the amount of such refund or credit, and the form and timing thereof, to be determined by the Club acting reasonably and the Club shall have no further liability to Members in respect of any such unavailability.

11. Catering in the Club London Area

11.1. The Club shall 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.

11.2. The Member may, subject to availability, pre-book a Seasonal Dining Package or Match Dining Package with either the Club or the Catering Supplier as directed by the Club. As all dining packages are limited, bookings are accepted on a first come, first serve basis. All Dining Packages will be subject to the terms and conditions provided upon booking.

11.3. The Member and each Ticket Holder will be entitled to complimentary drinks (house red and white wine, beer, tea, coffee and a selection of soft drinks) at half-time of each Home Match.

11.4. 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.

11.5. The costs of all refreshments ordered or consumed by the Member and any other Ticket holder in the Club London Area, other than the complimentary drinks described in paragraph 11.4 above, shall be paid by the Member.

11.6. The Club shall 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.

11.7. 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 or Operator and/or 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. Members shall abide and shall procure that other Ticket Holders abide by the Sporting Events (Control of Alcohol etc.) Act 1985 (as amended) and all other instructions issued by the Club relating to the consumption of alcohol at the Stadium. If a Member and/or any Ticket Holder is convicted of an offence contrary to the Sporting Events (control of Alcohol etc.) Act 1985) or fails to comply with any instructions issued by the Club relating to the consumption of alcohol, this shall be deemed to be a breach of these terms and conditions and the provisions of paragraph 8 shall apply.

11.8. The only refreshments which may be consumed in the Club London Area are those supplied by the Catering Supplier pursuant to this paragraph 11. The Member shall not, and will procure that no other Ticket Holder shall bring any other food, drink or other refreshments into the Club London Area for consumption by any person or for any other reason.

11.9. If the Member (or any other Ticket Holder) has any complaints in respect of the catering or refreshments service provided in the Club London Area, the Member should refer such complaints to the Club in the first instance

12. Repairs and Maintenance

12.1. The Club and 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.



12.2. The Club has the right to charge the Member for, and the Member agrees to reimburse the Club against all costs of, repairs to, maintenance, replacement or cleaning of any facilities within the Club London Area or any other areas of the Stadium arising from any act or omission of the Member or any other Ticket Holder other than as a result of fair wear and tear.

12.3. The Club, the Owner and Operator and their employees, agents or contractors shall 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 the Member or any other Ticket Holder has access, and to suspend access to such areas of the Stadium as necessary.

13. Data Protection

13.1. Each Member and Ticket Holder acknowledges and agrees that the personal data provided by them to the Club in the purchase and use of the Membership shall be collected, stored and used by the Club in accordance with the Data Protection Act 1998 and the Club's Privacy Policy available on the Website.

13.2. By entering the Stadium, the Member (and other Ticket Holder) acknowledges that photographic images and/or video recordings and/or stills taken from those video recordings may be taken of them and may also be used in televised coverage of the game of by the Club and/or any Football Authority in perpetuity, by way of any present or future media, for any purpose deemed reasonable by the Club, including, without limitation, for marketing or promotional purposes. Entry into the Stadium is confirmation that all persons have consented to such use of their image unless the Club is notified in writing to the contrary. If any images should feature an individual prominently the Club will make reasonable endeavours to gain the consent of that person before publishing such image. However, if this is not possible, then entry into the Stadium shall be deemed consent unless the Club is notified in writing to the contrary.

14. Security

14.1. The Club shall take all reasonable precautions to maintain the security of the Club London Area between matches but neither it nor the Owner or Operator shall be responsible in any way for the loss of, or damage to, any property of the Member (or any other Ticket Holder) in the Club London Area or in any other part of the Stadium (including, without limitation, any property left behind by the Member (or any other Ticket Holder) in the Club London Area). Notwithstanding the foregoing, the Club and the Owner and Operator shall be entitled to dispose of any property left behind by the Member or any other Ticket Holder in the Club London Area.

15. Limitation of Liability

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

15.2. The Club shall not be responsible for any loss or damage that it not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the contract was made, both the Member and the Club knew it might happen, for example, if the Member discussed it with the Club during the sales process.

15.3. Notwithstanding paragraph 15.2, the Club shall not be liable for any business losses. If the Member's purchase of the Membership is for any commercial business purposes (or where the Member is not acting as a consumer) the Club shall not have any liability to a Member (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.

15.4. Where the Member is not acting as a consumer the aggregate liability of the Club to the Member and/or the Ticket Holder in connection with this Agreement, whether in contract or tort or otherwise shall not exceed the aggregate of the Membership Fee and the price of the Season Ticket or Monthly Fees (as applicable) paid by the Member.

15.5. The Club shall not have any liability to a Member and/or the 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.

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

15.7. The Club shall take all reasonable precautions for the security of the property of Members and other Ticket Holders, but property is left unattended at the owner's risk.

15.8. Nothing in these terms and conditions shall exclude or limit the Club's liability for:

15.8.1. fraud or fraudulent misrepresentation by the Club;

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

15.8.3. any other matter in respect of which liability cannot be excluded or limited under applicable law.

15.9. All terms of this Agreement are subject to the provisions from time to time of the Laws and Regulations. In the event of any conflict or inconsistency between the terms of any Law or Regulation and this Agreement, the relevant Law or Regulation will prevail. The Club will not be in breach of this Agreement by reason of compliance with the Laws and Regulations.

16. Complaints

16.1. If a Member has any problems with their Membership, they should contact clublondon@westhamunited.co.uk. In addition, where the Member is a consumer, the Member can obtain further guidance and advice from the Citizens Advice Bureau.

17. General

17.1. The Club may any time be entitled to assign, transfer or novate the benefit and subcontract all or any part of its obligations under this Agreement, at any time and from time to time to another organisation within its group, but the Club will always tell the Member if this happens and any such transfer shall not adversely impact the Member and/or their Membership.

17.2. This Agreement is between the Member and the Club. No other person shall have any rights to enforce any of its terms.

17.3. All notices, demands and other communications between the Club and the Member required or appropriate in relation to this Agreement will be in writing and deemed given if posted, postage prepaid, to the other at its respective address set out in the Order Form(s) or to such other address as may be designated by the Club or the Member (as the case may be), from time to time, in writing on the second business day after posting and if sent via e-mail, upon the generation of a receipt notice by the other's server, or if such notice is not so generated, upon receipt by the other's server.



17.4. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision of this Agreement in that jurisdiction or the validity or enforceability of that or any other provision of this Agreement in any other jurisdiction.

17.5. The Club reserves the right to make amendments to these terms and conditions from time to time, for example, to reflect changes in relevant laws and regulatory requirements, provided that the amendments shall not result in the Member receiving any less than the same or substantially similar benefits to those that the Member was entitled to receive prior to such amendments. Up to date versions of the terms and conditions will be made available promptly on the Club's website and hard copies will be available from the Club upon request.

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

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

17.8. This Agreement is governed by English law. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising in connection with this Agreement. Notwithstanding the foregoing, if the Member is a consumer and:

17.8.1. Is resident in Scotland then legal proceedings may be brought in either the Scottish or the English courts; or

17.8.2. Is resident in Northern Ireland then legal proceedings may be brought in either the Northern Irish or the English Courts.



Schedule 1

Membership Fee Rights and Benefits

The Membership Fee confers on the Member the following rights and benefits:

- Allows the Member to select Club London Seat(s) and Lounge(s) in the Club London Area
- Allows the Member to select a preferred payment option from:
 - » Upfront payment of the cost of the full Season Ticket Term: or
 - » Payment of Monthly Fees via Direct Debit for the length of the Season Ticket Term
- Provides a fixed price cost for the length of the Season Ticket Term

Season Ticket Rights and Benefits

The Season Ticket confers on the Member the following rights and benefits:

- Provides the Member their specified Club London Seat(s) for the length of the Membership and access to all 19 First Team West Ham United Football Club Fixtures as well as the first 3 cup matches;
- Offers the Member the first right of refusal to renew their Season Ticket at the end of the Season Ticket Term of 36 months.
- 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 terms and conditions)
- Ability to trade or resell membership subject to Club approval
- A half time drink
- A free match programme



Schedule 2

Glossary

In this Agreement the following terms have the following meanings:

“Catering Supplier” means the catering supplier appointed by the Club from time to time through agreement with the Owner and Operator;

“Club” means 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)” means the seat (or seats) in the Club London Area to which this Agreement relates;

“Commencement Date” means the date upon which the date of the Season Ticket Term commences as agreed during the booking process and as confirmed on the Order Form;

“Competitions” means the Premier League, the Football League, the Football Association Challenge Cup, the Football League Cup Competition, the UEFA Champions League and the UEFA Europa League;

“Dress Code” means 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;

“First Team” means the first XI men’s football team representing the Club;

“Football Authority” means 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” means 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 and which are incorporated into this Agreement;

“Home Matches” means 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 paragraph 4.7 of this Agreement;

“Laws” means 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 this Agreement;

“Match Dining Package” means a pre-booked dining package for an individual Home Match in a Club London Area restaurant;

“Member (or “you”)” means the person, individual, company, limited partnership or any other recognised legal entity who joins Club London by virtue of paying the Membership Fee and either the total cost of the Season Ticket or has enrolled in the Direct Debit scheme;

“Membership” means membership of Club London;

“Membership Fee” means the upfront fee which is payable as set out during the sales process and payable in accordance with paragraph 4.1;

“Monthly Fee” means the fee which is payable in such amounts and frequency as set out during the sales process and confirmed on the Order Form(s), calculated as: the total cost of the Season Ticket divided by the number of months in the Season Ticket Term;

“Owner” means E20 Stadium LLP of 1, Stratford Place, Montfichet Place, London E20 1EJ

“Operator” means LS 185 Limited of London Stadium, Queen Elizabeth Olympic Park, London E20 2ST.

“Privacy Policy” means 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” means 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" means two (2) hours prior to the scheduled kick off time for each Home Match and one (1) hour after the final whistle for each Home Match. The Club reserves the right to alter the foregoing times, at its sole discretion;

"Order Form(s)" means the documents sent to the Member setting out the Season Ticket Term, the Membership Fee, Monthly Fee and payment terms agreed during the booking process in respect of its Club London Membership(s);

"Season" means the football season, usually from and including 1st August up to and including the next following 31st July;

"Seasonal Dining Package" means a pre-booked dining package in a Club London Area restaurant for the first thirty (30) Home Matches of the relevant Season;

"Season Ticket" means a ticket entitling a person to attend certain Home Matches of the Club taking place during the Season (subject to these terms and conditions);

"Season Ticket Term" means, unless terminated earlier in accordance with these terms and conditions, the minimum period of 3 Seasons for which the Member has use of the Club London Area and the Club London Seats(s) commencing on the Commencement Date;

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

"Stadium" means 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)" means any ticket, voucher, booklet, card or other such entry materials which are provided by the Club to the Member to enable the Member to exercise the benefits of its Club London Membership;

"Ticket Exchange" means the Club's authorised ticket resale facility, which provides an online secure service for the Member (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" means any person other than the Member who is in possession of a Ticket made available to them by the Member pursuant to this Agreement (and, for the avoidance of doubt, for no charge or commercial gain to the Member); and

"Website" means the Club's website at www.whufc.com.



Schedule 3

Season Ticket Terms and Conditions as at the date hereof

(which may be varied by the Club from time to time)

MAY 2017

CONDITIONS OF ISSUE

Issue of Season Ticket

- 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, www.eticketing.co.uk/whufc or can be provided upon written request to the Club).
- Season Tickets are for the use of supporters of the Club only. By applying for a Season Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club.
- Season Ticket/s are non-refundable. Any requests are only considered in exceptional circumstances at the Club's discretion.
- All children under 16 years of age must be accompanied by an adult.

Admission to the Ground

- By purchasing and/or accepting and/or holding a Season Ticket and/or using a Season Ticket to gain access to the Ground, you: (a) certify that you have read, understood and accepted; (b) agree to be bound by and to comply with; and (c) agree to bring to the attention of others, as required below, the Terms & Conditions of Entry.
- A Season Ticket permits you to occupy at the 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. All access to the Ground pursuant to a Season Ticket shall be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent season.
- Save as set out in clause 2.5 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the Premier League and/or the Club 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 section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Premier League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League absolutely and with full title guarantee.
- Mobile telephones and other mobile devices are permitted within the Ground, PROVIDED THAT (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (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.
- Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear, or display within the Ground any sponsorship, promotional or marketing materials.
- You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 2.6 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 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.
- Without prejudice to the representation at clause 1.2 above, and in light of the Season Ticket holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that 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.
- Notwithstanding 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:
 - that fails (or in the Club or Operator's reasonable opinion is likely to fail) to comply with these Conditions of Issue, the Ground Rules and Regulations or any reasonable instruction issued by a police officer or authorised steward; and/or
 - 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.
 - 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 unacceptable behaviour in any other sporting venue in the world.

Cancellation & Withdrawal of Season Ticket

- Without prejudice to any other remedies it may have, the Club shall have the right in the case of any serious or persistent breach of 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:

- » smoking in designated non-smoking areas including the use of electronic cigarettes;
 - » being (or appearing to be) intoxicated;
 - » possessing or consuming alcoholic beverages within view of the pitch
 - » persistent standing in seated areas whilst the Match is in progress;
 - » the sale or transfer (save as permitted) of a Season Ticket to any person;
 - » the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
 - » the deliberate misuse of a Season Ticket including;
 - » transferring of a season ticket in violation of these terms and conditions
 - » entering or attempting to enter the ground with a concession ticket for which you would not be eligible
 - » the supply of any misleading or incorrect information in any application;
 - » 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;
 - » whether at the Ground, or, travelling to or from a Match:
 - » the use of foul, obscene, abusive and/or racist language and/or gestures;
 - » the chanting of anything of an indecent or racist nature;
 - » fighting or engaging in and/or inciting violence;
 - » 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;
 - » entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
 - » any misrepresentation in relation to clause 1.2 above;
 - » breach of the terms of any Membership;
 - » any breach of clauses 2.4, 2.5 or 2.6 above; and
 - » any failure to pay or default of payment in respect of any sums owing to the Club (or any third party).
- The Club may conduct security searches where it has reason to believe that any of the breaches set down in 3.1 has either occurred or may occur.
 - 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.
 - In the event that 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 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).

Use of Season Ticket

- Subject to clause 4.2, below, Season Tickets are issued for your sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Season Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Season Ticket for any commercial purpose. The reference to selling the Season Ticket includes: (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 for the avoidance of doubt (and by way of example only) means that this Season Ticket may not be offered as a prize in any promotion or competition; (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 save as expressly authorised by the Premier League or the Club.
- You may only sell or transfer the Season Ticket:
 - » to a Guest with the express written consent of the Club given at the Club's absolute discretion, provided that such sale or transfer is in respect of an individual Match and in consideration of no payment or benefit in excess of the face value of a ticket to that Match and provided further that such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business; and/or
 - » 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,
 - » each such resale or transfer is hereby provided to be subject to the Ground Rules and Regulations which will (save 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).
 - » The unauthorised sale or disposal of a Season Ticket may amount to a criminal offence under section 166 of the Criminal Justice



and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that a Season Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, we will notify the Premier League who may in turn notify other football clubs, event holders and/or the relevant law enforcement authorities. The information that we share may include your personal data, 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.

- » 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.
- » A Season Ticket permits you to occupy at the 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 absolute discretion.
- » All access to the Ground pursuant to a Season Ticket shall be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- » Any Season Ticket obtained or used in breach of the Ground Rules and Regulations shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Any person seeking to use a Season Ticket in breach of the Ground Rules and Regulations in order to gain entry to the Ground or remain at a Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her Season Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this clause 3.5, no refund shall be payable to the holder in respect of any unexpired portion of the Season Ticket. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of the Season Ticket.
- » Failure to attend more than 7 Premier League games may result in the Club withdrawing your season ticket. Utilising the Official Ticket Exchange or Official Ticket Transfer will constitute as attending.

Concession Rate Season Tickets

- At the Clubs absolute discretion, it may offer tickets at a discounted or concessionary rate.
- This rates vary from the normal adult season ticket price and which are listed on whufc.com
- Where the holder of a concession rate season ticket is unable to attend a match the supporter may choose to upgrade this ticket to the full adult rate for specific matches
 - » This can be done by contacting the West Ham United ticket office
- The club reserves the right to investigate or examine any concession rate season tickets and request proof of eligibility to utilise a concession rate season ticket
- Should a supporter attempt to gain entry to the ground utilising a concession rate season ticket for which they are not eligible nor have upgrade as described in 5.3.1 the club reserves the right to remove the supporter from the stadium impose penalties or bans on both the supporter using the ticket and the registered owner of the season ticket

Home Cup Tickets

- If the club is drawn at home in cup competition, details on how you may apply for a ticket (or tickets) for such match will be made available by the club on the website and where practicable, in advance in the Clubs home match day programme
- Where possible, the club will endeavour to make the same seat as indicated on your season ticket available as a first option to purchase.
- However, subject to the allocation taken for away fans, certain areas do not permit you to purchase the same seat. 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.
- 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 indicate on your season ticket.
- 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.

Other tickets

- If, during the Season, the Club qualifies for any of the following:
 - » (A) the FA Cup Semi-Final or Final;
 - » (B) the Football League Cup Semi-Final (Away Leg) or Final; or
 - » (C) the Semi-Final (Away Leg) or Final of a UEFA Competition,
 - » Details on how you may apply for a ticket (or tickets) for such match will be made available by the Club on the Website and, where practicable, in advance in the Club's home match day programme.
 - » 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.
 - » No preference can be given to you in respect of any matches played at the Ground in which the Club is not participating.



Relocation of Seats

- 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 your season ticket
- In this event the club will make best endeavours 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

Changes to Dates, Refunds & Exchanges

- No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Your Season Ticket will enable you to attend the re-arranged Match.
- The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

Lost or Stolen Season Tickets

- In order to gain admission to the Ground, the Season Ticket must be presented in its entirety at every Match.
- In the event that you forget your Season Ticket in respect of any individual Match, the Club shall not be obliged to admit you or issue any other form of ticket for that Match. If a match-day duplicate ticket is issued, the Club may require payment of a non-refundable administration charge of £10.00.
- 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 shall 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.
- 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.

Change of Address

If you change your address during the season you must notify the Club as soon as reasonably practicable by logging into www.eticketing.co.uk/whufc and updating your contact details or by emailing ticketoffice@westhamunited.co.uk

Filming, photography and taping

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 therefrom) 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 Premier League, or others (including commercial partners and accredited media organisations), and use of a Season Ticket to enter the Ground constitutes consent to such use.

Exclusion of Liability

- The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- Neither the Premier League nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (a) the position of the seat and/or (b) the actions of other spectators.
- The Club hereby excludes any liability for any loss, injury, costs, expenses or damage of any kind connected to your use of the Official Ticket Exchange or Official Ticket Transfer, including, without limitation, any liability relating to any problem with, suspension of or termination of the Official Ticket Exchange, in each case except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- The Club hereby excludes any liability for any loss, injury, costs, expenses or damage of any kind connected to any failure or delay by the club in carrying out any of its obligations under the Conditions of Issue which is caused by circumstances outside of its reasonable control; and any abandonment, postponement or cancellation of any matches.

General

- The Club reserves the right to change these Conditions of Issue from time to time, and shall notify you of such changes if they materially affect your rights as a consumer.
- You consent to the Club holding and processing data relating to you for administrative and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available on www.whufc.com
- The invalidity or partial invalidity of any provision of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Conditions of Issue or by law shall not constitute a waiver of that right, power or remedy.
- These terms and conditions and The Ground Rules and Regulations constitute the entire agreement between the Club and the Season Ticket holder and neither the Club nor the Season Ticket holder shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to this agreement which is not set out therein.
- If there is any conflict, ambiguity or inconsistency between any provision of these Conditions of Issue and any provision of the Ground Rules and Regulations, the relevant provision of these Conditions of Issue shall take precedence.
- Notwithstanding any other provision in these Conditions of Issue and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Conditions of Issue. Nothing in these terms of conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.



- These Conditions of Issue shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales (including in relation to any non-contractual disputes or claims).

Definitions

In the Conditions of Issue 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.

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

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

"Ground" means 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 upon 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.

"Match" means any association football match (or any part or aspect of such a match) taking place at the Ground.

"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

"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.

"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.

"Terms & Conditions of Entry" means each of the rules and regulations of any Football Authority; the Ground Regulations; and the Conditions of Issue.

