

West Ham United Football Club

Season Ticket

Terms and Conditions

MARCH 2019

CONDITIONS OF ISSUE

1. Issue of Season Ticket

- 1.1. 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)
- 1.2. 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
- 1.3. Season Ticket/s are non-refundable. Any requests are only considered in exceptional circumstances at the Club’s discretion

2. Admission to the Ground

- 2.1. 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
- 2.2. 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)
- 2.3. 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
- 2.4. Save as set out in clause 2.5 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, 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
- 2.5. 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

- 2.6. Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear, or display within the Ground any sponsorship, promotional or marketing materials
- 2.7. You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 2.6 above where both the content and the publication are lawful in all respects and do not in the Club’s reasonable opinion constitute a threat to public order
- 2.8. 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
- 2.9. 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
- 2.10. 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:
 - 2.10.1. 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
 - 2.10.2. 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
 - 2.10.3. 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

3. Cancellation & Withdrawal of Season Ticket

- 3.1. 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:
 - 3.1.1. smoking in designated non-smoking areas including the use of electronic cigarettes;
 - 3.1.2. being (or appearing to be) intoxicated;
 - 3.1.3. possessing or consuming alcoholic beverages within view of the pitch
 - 3.1.4. persistent standing in seated areas whilst the Match is in progress;
 - 3.1.5. the sale or transfer (save as permitted) of a Season Ticket to any person;
 - 3.1.6. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
 - 3.1.7. the deliberate misuse of a Season Ticket including;
 - 3.1.8. transferring of a season ticket in violation of these terms and conditions
 - 3.1.9. entering or attempting to enter the ground with a concession ticket for which you would not be eligible
 - 3.1.10. the supply of any misleading or incorrect information in any application;
 - 3.1.11. 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;
 - 3.1.12. whether at the Ground, or, travelling to or from a Match:



- 3.1.13. the use of foul, obscene, abusive and/or racist language and/or gestures;
- 3.1.14. the chanting of anything of an indecent or racist nature;
- 3.1.15. fighting or engaging in and/or inciting violence;
- 3.1.16. ringing 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;
- 3.1.17. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- 3.1.18. any misrepresentation in relation to clause 1.2 above;
- 3.1.19. breach of the terms of any Membership;
- 3.1.20. any breach of clauses 2.4, 2.5 or 2.6 above; and
- 3.1.21. any failure to pay or default of payment in respect of any sums owing to the Club (or any third party).
- 3.2. 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
- 3.3. 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.
- 3.4. 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).

4. Use of Season Ticket

- 4.1. 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.
- 4.2. You may only sell or transfer the Season Ticket:
 - 4.2.1. 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
 - 4.2.2. 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,
 - 4.2.3. 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).
 - 4.2.4. The unauthorised sale or disposal of a Season Ticket

may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that a Season Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, we will notify the Premier League who may in turn notify other football clubs, event holders and/or the relevant law enforcement authorities. The information that we share may include your personal data, 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.

- 4.2.5. 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.
- 4.2.6. 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.
- 4.2.7. 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).
- 4.2.8. 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
- 4.2.9. Failure to attend 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
- 4.3. The Club has the right to change or modify your seating arrangements on a seasonal or match by match basis
 - 4.3.1. In the event of any stadia changes, supporters will be offered alternate seating
 - 4.3.2. Should the Club undertake any such changes, no refund will apply if an alternate seat of the same band or higher is offered to you. Any such offer will be on a one season only basis.
 - 4.3.3. You do not have a right to cancel your Season Ticket under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and other than as set out in these Terms and Conditions, the price of the Season Ticket is non-refundable. However, if you are a consumer you have legal rights if the Club does not comply with its obligations in these Terms and Conditions with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.
 - 4.3.4. Nothing in these Terms and Conditions will affect these legal rights. If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and any provision of the Ground



Regulations, the relevant provision of these Terms and Conditions shall apply. Please note that these Terms and Conditions are governed by English law. This means that your use of the Season Ticket and any dispute or claim arising out of or in connection with it (including in relation to any non-contractual disputes or claims) will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

any matches played at the Ground in which the Club is not participating.

5. Concession Rate Season Tickets

- 5.1. At the Clubs absolute discretion, it may offer tickets at a discounted or concessionary rate
- 5.2. This rates vary from the normal adult season ticket price and which are listed on whufc.com
- 5.3. 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
- 5.4. 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
- 5.5. 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

6. Home Cup Tickets

- 6.1. 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 match day programme
- 6.2. Where possible, the club will endeavour to make the same seat as indicated on your season ticket available as a first option to purchase
- 6.3. 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
- 6.4. 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
- 6.5. 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 and therefore 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

7. Other tickets

- 7.1. If, during the Season, the Club qualifies for any of the following:
 - 7.1.1. (A) the FA Cup Semi-Final or Final;
 - 7.1.2. (B) the Football League Cup Semi-Final (Away Leg) or Final; or
 - 7.1.3. (C) the Semi-Final (Away Leg) or Final of a UEFA Competition,
 - 7.1.4. 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.
 - 7.1.5. No preference can be given to you in respect of

8. Relocation of Seats

- 8.1. 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 your season ticket
- 8.2. 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

9. Changes to Dates, Refunds & Exchanges

- 9.1. 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
- 9.2. 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

10. Lost or Stolen Season Tickets

- 10.1. In order to gain admission to the Ground, the Season Ticket must be presented in its entirety at every Match
- 10.2. 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
- 10.3. 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 is 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
- 10.4. 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

11. Change of Address

- 11.1. 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

12. Filming, photography and taping

- 12.1. 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

13. Exclusion of Liability

- 13.1. The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law
- 13.2. 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

- 13.3. 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
- 13.4. 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

14. General

- 14.1. These Terms and Conditions are correct at the time of writing. 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
- 14.2. 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
- 14.3. 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
- 14.4. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Conditions of Issue or by law shall not constitute a waiver of that right, power or remedy
- 14.5. 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
- 14.6. 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
- 14.7. 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
- 14.8. 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)

15. Definitions

- 15.1. 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.

