



CLUB LONDON

TERMS AND CONDITIONS 2019/20

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

Price

To become a member of Club London, you must pay the total cost of 3 Season Tickets over a term of 3 Seasons. The Club reserves the right to increase the price of the next Season Ticket during your Membership up to a maximum of 3% of the price of the last Season Ticket, inclusive of VAT. The Club will inform you in writing of the actual amount of the price increase, if any.

Payment

You can either opt to pay:

-the total cost of each Season Ticket annually upfront for each of the 3 Seasons; or

-by way of monthly fees to be settled via monthly direct debits. If you choose this option, subject to satisfying a credit check, you will need to enter into a finance agreement direct with our Preferred Payment Provider. For more details please see paragraph 5.

No right to change your mind

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

No refund

The Club is under no obligation to refund the whole or any part of any fee paid by you if you decide to stop your Membership /or if your Membership or any of its associated benefits are suspended or terminated by the Club before the end of the Season Ticket Term because you breached the Agreement. The balance of any Season Ticket Fees or the Monthly Fees (depending on which you opted for) 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 11 for further details.

Tickets

Tickets can only be re-sold by using the Ticket Exchange but can be used by authorised guests of Members. It is your responsibility to ensure that any guest who uses the Club London Area is aware of and complies with these terms and conditions at all times.

No guarantee of tickets for certain matches

Membership does not guarantee you a ticket to the following matches (i) the FA Cup semi-final or final; (ii) the Football League Cup semi-final (away leg) or final; or (iii) any match in a UEFA Competition. You will find details on the Club Website of how you can apply for a ticket (or tickets) for those matches. See clause 8 of the Season Ticket Terms and Conditions in Schedule 3 for further details.

Termination

The Club has the right to terminate your Membership for a number of reasons including where: (i) you (or any other Ticket Holder) breach any of these terms and conditions or otherwise misuse your Membership; (ii) you are, at any time, or the Ticket Holder is, at the time they enter the Stadium, subject to a banning order or other order prohibiting you/them from entering the Stadium or any other sporting venue in the world; (iii) you are (or any other Ticket Holder is) found guilty of a criminal offence in connection with your/their behaviour in the Stadium or any other stadium; or (iv) you fail to pay when due the full Season Ticket Fees or the Monthly Fee or any other amount payable by you under this Agreement or any other agreement between you and the Club. Please read paragraph 11 for further details.

Rescheduling of Matches

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

Under 16s

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

West Ham United Club London Membership Terms and Conditions

1. About the Club

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

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

2. About these terms and conditions

2.1 These terms and conditions including the attached 3 schedules, the Booking Form, the brochure for Membership issued by the Club for the year you take out Membership and, if you are a consumer, the information provided to you whilst attending the Club's ticket office (or such other location from which the Club sold you Membership), govern your Membership. They also make up the agreement between you and the Club for Membership(s) for the duration of the Season Ticket Term.

3. Definitions

3.1 Capitalised terms are used in the Agreement to make them easier to read. Their meanings for these Terms and Conditions are set out in the Glossary in Schedule 2 and their meanings for the Season Ticket Terms and Conditions are set out in the Glossary in Schedule 3.

4. Our contract with you

4.1. Due to limited availability and to ensure security, Memberships are sold subject to availability and in the Club's reasonable discretion.

4.2 When you return the completed and signed Booking Form to us, you are offering to buy Membership on the terms set out in the Agreement.

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

4.3.1 you return the completed and signed Booking Form to the Club; and

4.3.2 if you have chosen to pay for each Season Ticket in advance, the Club receives in clear funds the amount for the first Season Ticket or, if you have chosen to pay by monthly instalments, the Preferred Payment Provider has confirmed to us that you have entered into a finance agreement with them.

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

5. Payments

5.1 The price for the first Season Ticket and any hospitality package you choose (if any) is set out in the Booking Form.

5.2 You must select one of the following payment options:

5.2.1 either to pay in full, annually for the cost of the next upcoming Season Ticket during the Season Ticket Term in line with paragraph 5.3 below;

5.2.2. or to pay by Monthly Fees in line with your agreement with our Preferred Payment Provider. You will need to enter into a separate finance agreement with our Preferred Payment Provider in respect of each season during the Season Ticket

Term. Although the Agreement is for the Season Ticket Term, the finance element will proceed on a Season by Season basis.

5.3. If you choose to pay in advance, the Club will issue an invoice for each Season Ticket before the Season starts and you must pay it within 14 days of the date of the invoice.

5.4 If you choose to pay by way of monthly Direct Debit, the first Direct Debit payment will be debited from

your nominated account in line with your finance agreement with our Preferred Payment Provider. This is a separate agreement between you and the Preferred Payment Provider only (not us). Your finance agreement will cover just a single Season and you will need to enter into a fresh finance agreement to cover the Monthly Fees for the remaining Seasons. If you fail to enter into a fresh finance agreement for any reason, then full payment for an entire season will be payable upfront for the relevant season. The Preferred Payment Provider is regulated by the Financial Conduct Authority.

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

5.6 The price for each subsequent Season Ticket during the Season Ticket Term may increase, up to maximum of 3% of the price (inclusive of VAT) for the last Season Ticket you purchased. The Club will advise you in writing of any increase in price applicable to any future Season Ticket.

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

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

6. Rights

6.1. Once the Agreement between you and the Club comes into existence in line with paragraph 4.3 above you and your Ticket Holder will be entitled to receive the benefits of Membership set out in Schedule 1 for the duration of the Season Ticket Term, in line with the terms of the Agreement.

7. Tickets

7.1. Season Tickets are issued subject to the Season Ticket terms and conditions of use in force from time to time. The current version of those Season Ticket terms and conditions are set out in schedule 3.

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

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

7.4 Any person seeking to use a Ticket on more than one occasion at the same Home Match or which has been cancelled or suspended may be considered to be a trespasser and may be refused entry to, or ejected from the Stadium. Such acts will be considered to be a breach of the Agreement and the provisions of paragraph 10 will apply in those situations.

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

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

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

8. Transfer of the Agreement /Tickets

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

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

8.1.2 Tickets - to the extent made available by the Club, you may sell or resell any part of a Ticket or any benefit of it through the Ticket Exchange only, or any other mechanism for the sale, gift or transfer of the Ticket that the Club may put in place from time to time.

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

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

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

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

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

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

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

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

9. Standards of Behaviour

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

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

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

9.1.2. not engage in any abusive, dangerous or other unacceptable or discriminatory behaviour in any form (whether physical, verbal or other), nor treat the Club staff or any other person (including any other members of Club London Area, spectators or visitors to the Stadium or local residents) in a threatening or abusive manner;

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

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

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

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

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

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

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

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

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

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

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

9.6. If your Ticket is withdrawn or cancelled, the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying

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

10. Cancellation by you or the Club

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

10.1.1. loss of life or major illness;

10.1.2. injury; or

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

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

10.3. Except as stated in paragraphs 10.1 and 8, the fees paid for the Season Tickets are non-refundable and non-transferable and once a Membership(s) is purchased the Club is under no obligation to refund the whole or any part of those fees paid by the Member to the Club if the Member decides to cancel their Membership or if their Membership or any of its associated benefits are suspended or terminated by the Club in accordance with these terms and conditions, unless the Club is in breach of the Agreement.

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

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

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

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

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

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

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

10.5.6. you fail to pay when due the Season Ticket Fee or one or more Monthly Fees (as applicable) or any other amount payable by you under the Agreement (including, to avoid doubt, any charges payable in line with paragraph 14.2) or any other agreement between you and the Club.

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

11. Complaints and your key legal rights

11.1 If you have any questions or complaints about your Membership, please contact us. You can telephone our customer service team on 0303 031 1968 or write to us at clublondon@westhamunited.co.uk.

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

12. Seating Area Location

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

12.2. During the Season Ticket Term, the location of, and access to, any part of the Stadium, the Club London Area and/or each Club London Seat(s) may be improved, altered or modified at any time by the Club, Owner and/or Operator where this is required for operational reasons. See clause 12.3 for further details. The location of your Club London Seats(s) may therefore be subject to change - see paragraph 12.4 - but any such change will be notified to you by the Club.

12.3. 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:

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

12.3.2. the need for repairs, refurbishments or alterations to be made to the Stadium, the Club London Area (or any relevant part) or any fixtures or fittings in which in the Club's opinion

are necessary or desirable (other than where such repairs or alterations are necessary or desirable as a result of the acts or omissions of the Member in accordance with paragraph 14.2); or

12.3.3. any other requirements deemed reasonably necessary at the Club's reasonable discretion;

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

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

13. Catering in the Club London Area

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

13.2. You may, subject to availability, pre-book a Seasonal Dining Package or Match Dining Package with the Club. As all dining packages are limited, bookings are accepted on a first come, first serve basis. All dining packages will be for a 12 month term, when they will automatically come to an end and will be subject to these terms and conditions.

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

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

13.5. The Club will make available in the Club London Area details of all of the costs of the refreshments available in the Club London Area. The Club or the Catering Supplier may change the costs of any refreshments from time to time.

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

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

13.8. If you have (or any other Ticket Holder has) any complaint in

respect of the catering or refreshments service provided in the Club London Area, please refer such complaints to the Club in the first instance.

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

14. Repairs and Maintenance

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

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

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

15. Data Protection

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

15.2. By entering the Stadium, you (or your Ticket Holder) acknowledge that photographic images and/or video recordings and/or stills taken from those video recordings may be taken of you and may also be used in televised coverage of the game by the Club and/or any Football Authority or others (including commercial partners and accredited media organisations) 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. The Club has a legitimate interest in processing this personal data for the purpose of providing and improving its products and services, to perform contracts with third parties and to defend, bring or establish legal claims.

16. Security

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

17. The Club's liability to you

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

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

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

17.4. Where you are not acting as a consumer, the aggregate liability of the Club to you and/or the Ticket Holder in connection with the Agreement, whether in contract or tort or otherwise shall not exceed the aggregate of the price of the Season Ticket or Monthly Fees (as applicable) actually paid by you to the Club.

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

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

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

17.7.1. fraud or fraudulent misrepresentation by the Club;

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

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

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

17.9 This paragraph 17, will apply in place of clause 14 of the Season Ticket Terms and Conditions.

18. Renewal

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

18.2. When and where such renewal is available, the Club will contact you using the latest contact details you supplied 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 last Season during the Season Ticket Term and you should ensure that your contact details held by the Club are kept up to date.

18.3. Nothing in this section 18 will give you any automatic right of renewal or purchase in relation to 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.

19. General

19.1. This section 19 will apply in place of clause 15 of the Season Ticket Terms and Conditions.

19.2 If there is any conflict or inconsistency between the terms of any Law or Regulation and the Agreement, the relevant Law or Regulation will prevail. If there is any conflict between these Club London Terms and Conditions and the Season Ticket Terms and Conditions (in Schedule 3), these Club London Terms and Conditions will prevail.

19.3 The Club may transfer or subcontract any of its rights or

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

19.4. Subject to paragraph 19.3, the Agreement is between you and the Club. No other person shall have any rights to enforce any of its terms, except any person or company that you or we transfer rights to in line with these terms and conditions.

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

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

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

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

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

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

19.11 If you are a business, the Agreement constitutes the entire agreement between the Club and you and neither the Club nor you or the Ticket Holder will have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to them which is not set out in the Agreement or the rules and regulations referred to in them.

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

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

Schedule 1 Membership Rights and Benefits

Members have the following rights and benefits:

- Ability to select Club London Seat(s) and Lounge(s) in the Club London Area
- Ability to select a preferred payment option from:
 - » upfront payment of the cost of each Season Ticket during the Season Ticket Term, annually: or
 - » payment of Monthly Fees via Direct Debit for the length of the Season Ticket Term, subject to entering into an agreement with the Preferred Payment Provider.
- Fixed price cost, subject to a maximum of 3% increase year on year, for the length of the Season Ticket Term
- Access to all 19 First Team West Ham United Football Club Fixtures as well as the first 3 cup matches
- First right of refusal to renew your 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 the terms of the Agreement)
- Ability to trade or resell membership subject to Club approval
- A free match programme

Schedule 2 Glossary for Club London Terms & Conditions

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

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

"Booking Form" the form either sent to you by post or available online, identifying you, setting out the Season Ticket Term and payment terms in respect of your Club London Membership or if you are ordering your Membership via phone, all of the foregoing details as confirmed to you by our sales staff;

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

"Club" West Ham United Football Club Limited;

"Club London Area" the area within the Stadium that contains both the Club London Seating Areas and Club London Lounges;

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

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

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

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

"Competitions" the Premier League, the Football League, the Football Association Challenge Cup, the Football League Cup Competition, the UEFA Champions League and the UEFA Europa League;

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

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

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

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

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

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

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

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

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

"Membership" membership of Club London;

"Monthly Fee" the cost of three Season Tickets (payable subject to the terms and conditions of individual finance agreements with the Preferred Payment Provider and entered into on a Season by Season basis) in monthly instalments by deducting amounts via direct debits from your nominated account;

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

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

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

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

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

"Relevant Times" two (2) 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 discretion;

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

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

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

"Season Ticket Fees" the total cost of a Season Ticket, where you select to pay for a Season Ticket annually upfront in a single payment;

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

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

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

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

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

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

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

Schedule 3 Season Ticket Terms and Conditions

VERSION ISSUED: MAY 2019

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 on 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 are promising (and if you are a business, warranting) that you are a supporter of the Club.

1.3 Season Tickets are non-refundable. Any requests are only considered in exceptional circumstances at the Club's discretion.

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

2. Admission to the Ground

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

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

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

3. Your behaviour

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

3.2 Mobile telephones and other mobile devices are permitted within the Ground, PROVIDED THAT (a) they are used for personal and private use only (which, to avoid doubt and by way of example only, will not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured by a mobile telephone or other mobile device may be published or otherwise

made available to any third parties including, without limitation, via social networking sites.

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

3.4 You will not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. To avoid doubt this clause does not prevent the lawful distribution of text publications in any format which do not infringe clause 3.3 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.

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

3.6 On the basis that you are a supporter of the Club and in light of the Season Ticket holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Away Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.

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

3.7.1 that fails (or in the Club or Operator's reasonable opinion is likely to fail) to comply with these Season Ticket Terms & Conditions, the Ground Rules and Regulations or any reasonable instruction issued by a police officer or authorised steward; and/or

3.7.2 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.

3.7.3 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 objectively unacceptable behaviour in any other sporting venue in the world.

4. Cancellation & Withdrawal of Season Ticket

4.1 Irrespective of any other remedies it may have, the Club will have the right in the case of any serious or persistent breach of the Ground Rules and Regulations to cancel and withdraw your Season Ticket. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Season Ticket. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms & Conditions of Entry:

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

4.1.2 being (or appearing to be) intoxicated;

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

4.1.4 persistent standing in seated areas whilst the Match is in progress;

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

4.1.6 the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;

4.1.7 the deliberate misuse of a Season Ticket including:

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

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

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

4.1.9 the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;

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

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

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

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

4.1.11 bringing into the Ground (or using within the Ground): illegal drugs, other illegal substances, fireworks, firecrackers, smoke canisters, air horns, flares, laser devices, bottles, glass vessels or any item that might be used as a weapon or compromise public safety;

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

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

4.1.14 breach of the terms of any Membership;

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

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

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

4.3 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.

4.4 If your Season Ticket is withdrawn or cancelled the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying for any Match ticket or Season Ticket at its discretion, and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

5. Use of Season Ticket

5.1 Subject to clause 5.2, below, Season Tickets are issued for your sole use and you shall not sell, dispose of, transfer, lend or otherwise deal with the Season Ticket or the benefit of it, to any other person without the prior written consent of the Club. Further you will not use the Season Ticket for any commercial purpose. The reference to selling the Season Ticket includes: (a) offering to sell a Season Ticket (including, without limitation, via any website or online auction site); (b) exposing a Season Ticket for sale; (c) making a Season Ticket available for sale by another person; (d) advertising that a Season Ticket is available for purchase, which to avoid doubt (and by way of example only) means that the Season Ticket may not be offered as a prize in any promotion or competition; (e) transferring, lending or selling a Season Ticket to any third party as part of a hospitality or travel package; and (f) giving (or offering to give) a Season Ticket to a person who pays or agrees to pay for some other goods or services (or offers to do so); all except as expressly authorised by the Premier League or the Club.

5.2 You may only sell or transfer the Season Ticket:

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

5.2.2 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,

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

5.3 The unauthorised sale or disposal of a Season Ticket may amount to a criminal offence. The Club will inform the police when it becomes aware that a Season Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, we will notify the 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.

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

5.5 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.

5.6 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).

5.7 Any Season Ticket obtained or used in breach of the Ground Rules and Regulations will be automatically void and all rights that would ordinarily be conferred by such Season Ticket will be considered nullified. Any person seeking to use a Season Ticket in breach of the Ground Rules and Regulations in order to gain entry to the Ground or remain at a 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 cancellation and withdrawal in accordance with this clause 5.7, no refund will be payable to the holder in respect of any unexpired portion of the Season Ticket. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of the Season Ticket.

6. Concession Rate Season Tickets

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

6.2 These rates would vary from the normal adult Season Ticket price and which are listed on www.whufc.com.

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

6.4 The Club reserves the right to investigate or examine any concession rate Season Tickets and request proof of eligibility to use a concession rate Season Ticket.

6.5 Should a supporter attempt to gain entry to the Ground using a concession rate Season Ticket for which they are not eligible nor have an upgrade as described in 6.3 the Club reserves the right to remove

the supporter from the Ground, impose penalties or bans on both the supporter using the ticket and the registered owner of the Season Ticket.

7. Home Cup Tickets

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

7.2 Where possible, the Club will endeavour to make the same seat as indicated on your Season Ticket available as a first option to purchase.

7.3 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.

7.4 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 indicated on your Season Ticket.

7.5 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 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.

8. Other tickets

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

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

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

8.1.3 (C) any Match 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 its website and, where practicable, in advance in the Club's home match day programme.

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

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

9. Relocation of Seats

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

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

10. Changes to Dates, Refunds & Exchanges

10.1 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. Your Season Ticket will enable you to attend the re-arranged Match.

10.2 The Club will have no further liability arising from any need to move the date and timing of a particular Match, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

11. Lost or Stolen Season Tickets

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

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

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

11.4 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.

12. 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 clublondon@westhamunited.co.uk.

13. Your personal Data

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

13.2 All Season Ticket holders who enter the Ground acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken from them) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club, the Premier League, or others (including commercial partners and accredited media organisations). The Club has a legitimate interest in collecting and processing this personal data for the purpose of providing and improving its products and services, to perform contracts with third parties and to defend, bring or establish legal claims.

14. Our liability to you

14.1 Except as noted in the remainder of this section 14, if the Club fails to comply with these Season Ticket Terms and Conditions, it is responsible for loss or damage you suffer that is a foreseeable result of the Club being in breach of these Season Ticket Terms and Conditions or for failing to use reasonable endeavours care and skill, however, the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time you paid for the Season Ticket if you are a consumer, both you and the Club knew it might happen, for example, if you discussed it with the Club during the sales process.

14.2 The Club will take all reasonable precautions to maintain the security of the Ground, but neither it nor the Owner or Operator will be responsible in any way for the loss of, or damage to, any of your

property in the Ground (including, without limitation, any property you left behind in the Ground), except where that results from our negligence. Notwithstanding the foregoing, the Club and the Owner and Operator shall be entitled to dispose of any property you or the Ticket Holder left behind in the Club London Area.

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

14.4 Neither the Premier League nor the Club will be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of:

14.4.1 the position of the seat; and/or

14.4.2 the actions of other spectators.

14.5 The Club 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.

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

14.7 Notwithstanding clause 14.1, where you are a business or not acting as a consumer:

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

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

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

15. General

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

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

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

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

15.5 If you are a business, these Season Ticket Terms and Conditions and the Ground Rules and Regulations constitute the entire agreement between the Club and you and neither the Club nor you or the Ticket

Holder will have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to them which is not set out in these Season Ticket Terms and Conditions or the rules and regulations referred to in them.

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

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

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

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

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

Glossary for Season Ticket Terms & Conditions

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

“Away Club” means the football club playing against the Club.

“Club” means West Ham United Football Club.

“Season Ticket Terms & Conditions” 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 any other relevant governing body of association football.

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

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

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

“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 Rules and Regulations and the Season Ticket Terms & Conditions.



CLUB LONDON