

YEOVIL TOWN FOOTBALL CLUB

2022-23 SEASON TICKET TERMS AND CONDITIONS

1. Issue of Season Ticket

- 1.1 The issue of a Season Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.
- 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.

2. Admission to the Ground

- 2.1 Use of a Season Ticket constitutes acceptance of 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 equal price as the Club may, from time to time, allocate to you at its reasonable discretion.
- 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 or for any other fixture or event not a Match.
- 2.4 Save as set out in clause 2.5 below, you shall not bring into (or use within) the Ground any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it. Any person acting in breach of this provision will be required to deliver up any tapes, films, disks or other recordings or data to the relevant League and/or the Club and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs, and Patents Act 1988) to the relevant League in which the club participates in that season.
- 2.5 Mobile telephones are permitted within the Ground, provided that they are used for personal and private use only.
- 2.6 Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the 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 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 Terms & Conditions of Entry.

3. Use of Season Ticket

- 3.1 Season Tickets are issued for your sole use and you shall not resell, assign or (save as set out in clause 3.2 below) transfer or lend the Season Ticket or the benefit of it to any other person without the prior written consent of the Club. The reference to reselling the Season Ticket includes reference to offering to sell a Season Ticket, exposing a Season Ticket for sale, making a Season Ticket available for sale by another and advertising that a Season Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Season Ticket may not be offered as a prize in any promotion or competition nor transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another good or service, or used for any other commercial purpose, save as expressly authorised by the Governing League body or the Club.
- 3.2 You may only resell or transfer the Season Ticket to a Guest with the express written consent of the Club given at the Club's absolute discretion. No such resale or transfer will be permitted except where the same takes place 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 such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such resale or transfer to any Guest is hereby provided be subject to the Terms and Conditions of Entry which will (save for any rights to transfer under this clause) apply to that Guest as if he/she was the original purchaser of the Season Ticket (and you must inform the Guest of this).
- 3.3 The unauthorised sale or disposal of tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that Season Tickets are being sold illegally and will press charges to be brought against those breaking this law.
- 3.4 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.
- 3.5 Any Season Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Misuse of this Season Ticket may result in the holder being refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation and withdrawal of this Season Ticket. 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 action against any person(s) as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorised use of the Season Ticket.

4. Changes to Dates, Refunds & Exchanges

- 4.1 No guarantees can be given by the Club that the 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, other than that detailed in Clause 4.2.
- 4.2 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 costs.
- 4.3 After the season has commenced season ticket cancellations and refunds will only be authorised in exceptional unforeseen circumstances and at the sole discretion of the club management. If the club authorises the refund it will be calculated based on the refund policy of the club.
- 4.4 The clubs decision will be final.

5. Lost or Stolen Season Tickets

- 5.1 In order to gain admission to the Ground the Season Ticket must be presented at every Match.
- 5.2 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.
- 5.3 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. Only one duplicate Season Ticket will be issued to you per season and you will be required to sign a document confirming that the original Season Ticket is damaged, lost, stolen or destroyed and indemnifying the Club against any direct or indirect consequences of such matter having been falsely represented or stated to the Club.
- 5.4 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.

6. Change of Address

If you change your address during the season you must notify the Club as soon as reasonably practicable.

7. Cancellation & Withdrawal of Season Ticket

- 7.1 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 Terms & Conditions of Entry 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:
 - 7.1.1 smoking (including electronic cigarettes) in designated non-smoking areas;
 - 7.1.2 persistent standing in seated areas whilst the Match is in progress;
 - 7.1.3 sale or transfer (save as permitted) of this Season Ticket to any person;
 - 7.1.4 deliberate misuse of the Season Ticket;
 - 7.1.5 the supply of any misleading or incorrect information in any application;
 - 7.1.6 persistent swearing during the Match;
 - 7.1.7 the throwing of any object within the Ground without lawful authority or excuse;
 - 7.1.8 the chanting of anything of an indecent or racist and/or discriminatory nature;
 - 7.1.9 any misrepresentation in relation to clause 1.2;
 - 7.1.10 breach of the terms of any Membership;
 - 7.1.11 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of this Season Ticket.
 - 7.1.12 entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
 - 7.1.13 fighting or engaging in and/or inciting violence;
 - 7.1.14 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;
 - 7.1.15 being (or appearing to be) intoxicated;
- 7.2 If a Season Ticket holder is not 17 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.
- 7.3 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.

8. Exclusion of Liability

To the maximum extent permitted by law, the Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground.

9. Governing Law

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.

10. General

- 10.1 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.
- 10.2 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.
- 10.3 The Terms and Conditions of Entry 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 the Terms and Conditions of Entry which is not set out therein.
- 10.4 Notwithstanding any other provision in these Conditions of Issue and with the exception of FIFA, UEFA, The FA, the Premier League, the EFL, or governing league body, 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.
- 10.5 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).

11. Concessionary Rates

- 11.1 Applicants who apply for a concessionary Season Ticket rate you must fulfil the following criteria:
 - 11.2 A junior Season Ticket concession is available to anybody under the age of 16 on 31st July 2022.
 - 11.3 A young person's Season Ticket concession is available to anybody over the age of 16 and under the age of 24 on 31st July 2022.
 - 11.4 A senior citizen Season Ticket concession is available to anybody over the age of 65 on 31st July 2022.
- 11.5 The parties who apply for a disabled Season Ticket concession can be required to provide supporting information. If a disabled person requires the assistance of an attendant, that attendant will be admitted free of charge for the sole purpose of giving assistance to the disabled person and does not infer any right to attend matches without the disabled person.
- 11.6 For the avoidance of doubt, the final decision on admission to the Ground belongs to the Stadium Manager.
- 11.6 Proof of date of birth (e.g. a birth certificate) may be required for all new season ticket applications.
- 11.6 A concession is available to serving members of HM Armed Forces. Serving members include both Regulars and Reserves. Serving members must have a valid MoD 90 (Service ID Card) and Service ID number.
- 11.7 An Under 12 Season Ticket concession is available to anybody under the age of 12 on 31st July 2022. Children under the age of 12 must be accompanied in the Ground by a person over the age of 18. Under 12 Season Tickets are sold subject to the condition that the Season Ticket holder will be accompanied by a person over the age of 18 on a Match Day.
- 11.8 Season Ticket match upgrade., the Holder of: (i) a Senior Season Ticket; (ii) a Young Person Season Ticket; (iii) a Under 16 Ticket; or (iv) an Under 12 Season Ticket, are each entitled to upgrade such Season Ticket to a full adult ticket and to transfer that adult ticket to another named individual for a fee, payable by the initial Season Ticket Holder to the Club, which shall be calculated as the cost of a full price adult ticket for the relevant Match less the pro-rata cost of the applicable Season Ticket. The initial Holder may not charge for the named individual any more than the fee charged by the Club for the adult ticket.

12 Disability Discrimination Act

12.1 In accordance with the provisions of the Disability Discrimination Act the Club has made reasonable adjustments in respect of access for disabled supporters.

13. Definitions

In the Conditions of Issue the following words and phrases shall have the following meanings:
"Conditions of issue" means these terms and conditions governing the issue and use of a Season Ticket.
"Ground" means the football Ground and all other locations owned, occupied or utilised by the Club.
"Ground 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 (copies of which are enclosed).
"Guest" means a relative, friend, colleague and/or companion to the disabled who would be entitled to purchase a Season Ticket under the Terms and Conditions of Entry.
"Match" means any National League football match in which the Club participates and that takes place at the Ground during Season 2020-21
"Season Ticket" means a season ticket Card (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 FIFA, UEFA, The Football Association, The Football Association Premier League Limited, The English Football League ("EFL"), National League, or governing league body; the Ground Regulations; and the Conditions of Issue (all of which are available from the Club on request).