

# GENERAL ADMISSION TERMS AND CONDITIONS

## SUNDERLAND ASSOCIATION FOOTBALL CLUB LIMITED

The Sunderland Stadium Of Light, Sunderland, Tyne And Wear, SR5 1SU

www.safc.com

## **General Admission Terms and Conditions**

The following General Admission Terms and Conditions apply to your use of a Season Ticket for the 2024-25 season.

The Club reserves the right to unilaterally amend these General Admission Terms and Conditions and where the club does so, we will inform you of the changes that apply and the date they take effect.

The purchase of the Season Ticket constitutes acceptance by the Holder of these General Admission Terms and Conditions and any amendments as made from time to time.

The current and up to date General Admission Terms and Conditions will be published on the Club website at <u>Season Ticket Terms and Conditions - SAFC</u> and supporters are advised to check periodically for any updates.

Failure to comply with the General Admission Terms and Conditions may result in the Club refusing admission or removing any person in breach of these General Admission Terms and Conditions.

In particular, we ask you to note the following:

- The date and kick-off time of each match is subject to change. The Club shall have no liability to you if a match is re-arranged, other than that you shall be entitled to use your Season Ticket to attend the re-arranged match.
- Season Tickets are personal to the Holder. They are not transferable and shall not be transferred or resold under any circumstances, save where expressly permitted by the Club, at its absolute discretion.
- In accordance with the Ground Regulations, a child under the age of two (2) years old will not be allowed admittance to the Ground.

## 1. Definitions

Accessible Assistant Season Tickets: An accessible assistant season ticket is a type of season ticket offered to accommodate individuals with disabilities who require assistance or support during games at the Stadium of Light. These tickets are specifically designed to provide access for both the disabled supporter and their accessible assistant. Access to this season ticket option is subject to general admission terms and conditions of entry.
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- Age Bands:Supporters on or before 1 August 2024 on presentation of proof<br/>of age at time of purchase are subject to the following age<br/>bands: under 16s, under 18s (16-17), under 22s (19 21) adults<br/>(22-65) over 65s.
- Family Areas:A designated section of the Stadium of Light specifically<br/>intended to cater for families attending matches together. These<br/>areas are designed to provide a safe, comfortable and family<br/>friendly environment. This is located in the South East corner,<br/>blocks L10, L11, U10, U11 & U12.

**Force Majeure Event:** Any event or occurrence which prevents any Match(es) taking place for which a Season ticket is valid, including but not limited to, fire, explosion, subsidence, structural damage in and/or around the Ground, strike, epidemic, pandemic, war, military operations, or and/or any legislation, regulation, ruling or omission of any relevant government, court, competent national authority or governing body;

General Admission Terms & Conditions: These terms and conditions.

- **Guest or Enabler:** A relative, friend, colleague and/or companion to the disabled supporter who would be entitled to purchase a Season ticket under the General Admission Terms & Conditions of entry.
- Ground: Stadium of Light and all locations owned, occupied or utilised by the Club.
- **Ground Regulations:** 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. An up to date copy of the same can be found at <u>Ground Regulations SAFC</u>.

Holder: The recipient of the Season Ticket.

- Match:English Football League match in which the Club participates<br/>and that takes place at the Ground during Season 2024-25 to<br/>which these General Admission Terms and Conditions apply.
- Mobile Ticketing As referred to at Clause 17 herein.
- Nominee: A person who has been granted use of a Season Ticket by the Holder.
- Roker End: An allocated section of the South Stand within the Stadium of Light named in homage to Roker Park. The Roker End is located in blocks U13, U14, U37, U38, U39, U40, L32, L33, L34, L35 & L36.
- **Safe Standing** Safe standing refers to a designated area within the Stadium of Light where supporters can stand during matches instead of sitting in their traditional seat. These areas consist of a row of metal barriers and seats, allowing spectators to stand or sit safely while also providing some level of support and separation between individuals.

The safe standing areas are located in blocks U14, U37, U38, U39 of the Roker End.

- Season Ticket: Means the Season Ticket issued to season ticket Holder, which act as a ticket to all English Football League home matches at the Ground.
- Sensory Viewing Rooms: The sensory viewing rooms are specialised spaces designed to accommodate supporters with sensory sensitivities or sensory processing disorders, such as autism spectrum disorder (ASD).

These rooms are created to provide a comfortable and controlled environment for fans who may become overwhelmed by the sensory stimuli commonly found in crowded and noisy stadium settings.

- **Terms & Conditions of Entry:** Each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League, and The English Football League, the Ground Regulations, and the Terms and Conditions.
- The Club:Sunderland Association Football Club Limited (The).
- The Ticket Office:The address for any Ticket enquiries: The Ticket Office,<br/>Sunderland Association Football Club Limited, Stadium of Light,<br/>SR5 1SU.
- **Visiting Club:** The football club playing against Sunderland AFC.

## 2. Interpretation and Application

- 2.1 The Club sells and issues tickets for matches at the Ground on the following General Admission Terms and Conditions only. By applying for, purchasing or accepting the issue of a Season Ticket or entering the Ground, any Holder shall be deemed to have accepted these General Admission Terms and Conditions. Any Guest(s) or Enabler shall be subject to the General Admission Terms and Conditions as if he/she were the official Holder.
- 2.2 The Season ticket is subject to the General Admission Terms & Conditions of Entry. The Ground Regulations are available for inspection at the Club and can be found at <u>Ground Regulations - SAFC</u>
- 2.3 If there is any conflict, ambiguity or inconsistency between any provision of these General Admission Terms and Conditions and any provision of the Ground Regulations, the relevant provision in these General Admission Terms and Conditions shall take precedence.

## 3. Purchasing and Use of Season Tickets

- 3.1.1 To purchase a season card or home match ticket, each supporter must set up a ticketing account with a unique customer number that has the most up to date and accurate personal details and age category.
- 3.1.2 It is the supporter's responsibility to ensure that all personal and contact details are accurate.

3.1.3 Season tickets are for the use of supporters of the Club only; by applying for a Season ticket and using the same you warrant that you are a supporter of the Club. The Season ticket admits the Holder named thereon entry for all home English Football League Matches\* only played by the Club at the Ground and is not refundable or transferable (and no rights arising out of or in connection with it are transferable or refundable) to any other person. In order to comply with competition and health and safety regulations it may not be possible for the Club to offer all Season Ticket Holders their specified seat for every Match in the 2024-25 season due to restrictions on the Ground capacity. In the event that the Club cannot offer your specified seat and any alternative within the Ground, you will be refunded on a pro-rata basis.

\*does not include any play off fixtures.

- 3.2 Entry to all home cup ties is excluded. Where possible, there will be a Season Ticket Holder presale prior to public sales for any non-English Football League home Matches, at the discretion of the Club, and in accordance with the requirements of the Police and Licensing Authorities. Details of sale dates will be published on the Club website at www.safc.com and on the matchday broadcasts.
- 3.3 For certain non-English Football League home Matches:
  - a. the Club reserves the right to make all or any seating area inside the ground unreserved and Season ticket Holders may not be able to purchase their own seat; and
  - b. in order to comply with competition and health and safety regulations it may not be possible for the Club to offer all Season Ticket Holders the opportunity of purchasing their seat. In these eventualities, the Club will endeavour to offer those Season ticket Holders an equivalent seat (subject to availability).
- 3.4 Season Tickets can be purchased via a direct debit payment plan until 11<sup>th</sup> April 2024 ("the Payment Plan"). The payment plan is offered on an interest-free basis. In order to take advantage of the Payment Plan, the Holder must submit the completed direct debit form and all other relevant documentation (as advised from time to time by the Club). Admittance to the Payment Plan scheme is subject to the sole discretion of the Club. Should a payment fail, the Club reserves the right to charge a £10 administration fee to each failed payment. Should non-payment persist, the Club reserves the right to cancel the Season Ticket with no refund due. The Club will contact you and advise should this be the case.
- 3.5 All applicants for Season Tickets shall have the right to apply for the advertised price relevant to the Age Band if they fall within that Age Band on or before 1<sup>st</sup> August 2024 only.
- 3.6 The Season Ticket shall take effect in respect of the 2024-25 season only. The Club reserves the right to withhold a Season Ticket from any person as it sees fit.
- 3.7 Supporters aged under 14 must be accompanied by an adult (aged 18+) to attend any fixture at the Stadium of Light.
- 3.9 Any Season Ticket Holder wishing to upgrade their Season Ticket for a particular match may do so at the discretion of the Ticket Office. Fees will apply.

- 3.10 Under 16 season cards are not allowed to be purchased in the Roker End. The Roker End is only available to supporters over the age of 18.
- 3.11 The Club acknowledges that it has two Sensory Viewing Rooms within the Stadium of Light ("the Rooms"). Tickets can be purchased on a match by match basis via the ticket office. Due to the nature of the Sensory Rooms the Club cannot offer Season Tickets in this area.

#### 4. Season ticket seat moves

- 4.1 All seat moves are at the sole discretion of the Club and will only be available until the day before the 2<sup>nd</sup> home league fixture of the 2024-25 season. There will be no fee to move seat.
- 4.2 The Club reserves the right to relocate the Holder or Nominee/Season Ticket to any other seat in the Ground at any time.

#### 5. Online (Web) Tickets Sales

- 5.1 When you submit your order, you are offering to buy tickets at the price stated in accordance with these General Admission Terms and Conditions which, if accepted by the Club, will result in a binding contract.
- 5.2 It is your responsibility to ensure the information is correct before completing the order. Payment will be taken by clicking the 'confirm' button.
- 5.3 The Club will send a confirmation email on receipt of your order. This is an acknowledgement that the Club has received the order. The contract between the Club and the Season Ticket Holder is formed once payment has been processed.
- 5.4 Subject to clause 5.6, after placing your order, you have a 14 day period ("the Cooling Period") which you can cancel your order Off in at anv time, for any reason and the Club will refund you for any payments made (however not including any applicable booking or processing fees). If you choose to cancel your order within the Cooling Off Period and have purchased a Season Ticket via the Payment Plan option, it is your sole responsibility to contact your bank to ensure the direct debit mandate is cancelled.
- 5.5 If the Club has issued you with, and you are in receipt of, a Season Ticket bearing your name and customer number within the Cooling Off period, the Club reserves the right to charge a cancellation fee of £10.
- 5.6 No refunds will be issued for Season Tickets after the 2024-25 season has commenced. Where there is a Force Majeure Event, the Club may, at its discretion, and at all times complying with its statutory obligations, issue you with a refund on a pro rata basis or offer a suitable alternative.
- 5.7 Whilst the Club tries to ensure that pricing and ticketing information on the Club website is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the Ticket you have ordered, the Club will inform you as soon as possible, and give you the option of reconfirming your order at the correct price/specification or cancelling it. If the Club is unable to contact you, the Club will

unfortunately have to treat the order as cancelled. If the order is cancelled, the Club will provide a full refund.

- 5.8 Accessible Assistant Season Tickets can be purchased online for the 2024-25 season, once confirmed required paperwork must be supplied by email to <u>ticket.office@safc.com</u> or in person at the ticket office before the first home league fixture of the season.
- 5.9 If an additional Accessible Assistant Season Ticket is required after the first home league fixture of the season (part-season card), paperwork must be supplied by email within 7 days of the season card purchase.

## 6. Admission to the Ground

- 6.1 The Season Ticket permits the Holder to occupy at the Match the seat indicated on the Season Ticket or such other alternative seat as the Club may, from time to time, allocate to the Holder at its reasonable discretion.
- 6.2 All access to the Ground pursuant to the 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).
- 6.3 Nothing in these General Admission Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent Match or season.
- 6.4 Save as set out in paragraph 6.5 below and the Ground Regulations, you shall not bring into (or use within) the Ground any equipment that 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 the Match or any aspect of it. Any person acting in breach of this provision may have such equipment confiscated and/or will be required to deliver up any files, media, tapes, films, disks or other recordings of the material or data (and all copies thereof) in whatever form, to the English Football 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 English Football League, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988). You further agree (if and whenever required to do so by the English Football League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the English Football League absolutely and with full title guarantee.
- 6.5 Mobile telephones are permitted within the Ground PROVIDED THAT (a) they are used for personal and private use only; and (b) no material that is captured by a mobile telephone or other mobile devices may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 6.6 Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear or display in the Ground any sponsorship, promotional or marketing materials.
- 6.7 Without prejudice to the representation at paragraph 6.6 above, and in light of the Season Ticket Holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including without limitation,

hats and/or scarves) that demonstrate support for the Visiting 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.

- 6.8 Supporters with an Enabler Season Ticket cannot enter the Ground without the disabled supporter their Season Ticket is paired with. If the disabled supporter is not attending, the Enabler can pay an upgrade fee at the Ticket Office in order to gain access to the Ground.
- 6.9 On Match days, supporters are requested to be within the Ground no later than thirty (30) minutes prior to kick-off of the Match. This ensures that in the unlikely event of any problems, they will be dealt with before the Match commences.
- 6.10 The Club reserves the right to refuse entry to the Ground where the Season Ticket Holder has an outstanding debt to the Club.

## 7. Use of Season Ticket

- 7.1 Season Tickets are issued for the Holder's sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Season Ticket or benefit of the same to any other person without the prior written consent of the Club. If the Season Ticket is resold or transferred without the prior written consent of the Club, it will become void and the Holder will be refused entry to or ejected from the Grounds for that Match or any subsequent Matches. A transfer may be authorised by the Club in the Club's absolute discretion and providing that such sale or transfer is in respect of an individual Match and in consideration of no payment or benefit in excess of the face value of a Match Ticket. Such re-sell or transfer will be subject to these General Admission Terms and Conditions.
- 7.2 If you change your home address or email address during the season you must update your membership details by logging into your online account located at <u>www.eticketing.com/safc</u> and updating your records.
- 7.3 You shall not use the Season Ticket for any commercial purpose.
- 7.4 The reference to selling the Season Ticket includes:
  - (a) offering to sell a Season Ticket (including, without limitation, via any website or online auction site);
  - (b) exposing a Season Ticket for sale;
  - (c) making a Season Ticket available for sale by another person;
  - (d) advertising that a Season Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that this Season Ticket may not be offered as a prize in any promotion or competition;
  - (e) transferring, lending or selling a Season Ticket to any third party as part of a hospitality or travel package; and

- (f) giving (or offering to give) a Season Ticket to a third party who pays or agrees to pay for some other goods or services (or offers to do so); all save as expressly authorised by the English Football League or the Club.
- 7.5 The unauthorised sale or disposal of a Season Ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police, the English Football League, other English Football League Clubs and the relevant local authorities when it becomes aware that a Season Ticket has been sold illegally and will press for charges to be brought against those breaking this law. The information that we share may include your personal data, information about the offence and about ticket purchases (including payment details) to identify and prevent ticket touting offences and disorder at Matches.
- 7.6 If more than one Season Ticket is issued to you, one Season Ticket must be retained by you, for personal use (subject to the provisions below) and the remainder may be transferred to your Guest(s) for his/her/their personal use only PROVIDED THAT such transfer takes place in consideration of no payment or benefit in excess of the face value of the Season Ticket, and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer to any Guest will be subject to these General Admission Terms & Conditions which will (save for any rights to transfer under this clause or any rights to a refund under clause 13) apply to and bind each Guest as if he/she was the original purchaser of the Season Ticket (and you must inform the Guest(s) of this). You will provide the name and address of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any Police officer. In the event that you and/or your Guest(s) are unable to use any Season Ticket then you may transfer that Season Ticket(s) to a natural person who is known to you personally and who would be entitled (under the General Admission Terms & Conditions and otherwise) to purchase such Season Ticket and attend such Match PROVIDED THAT such transfer takes place in consideration of no payment or benefit in excess of the face value of the Season Ticket. and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer will be subject to the General Admission Terms & Conditions which will (save for any rights to transfer under this clause or any rights to a refund under clause 13) apply to and bind the transferee as if he were the original purchaser of the Season Ticket and you must inform the transferee of this). You will provide the name and address of the transferee when asked to do so by any official, steward or employee of the Club and/or any police officer.
- 7.7 The Season Ticket will remain the property of the Club at all times and as such must be produced together with evidence of your identity if requested 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.
- 7.8 Any Season Ticket obtained or used in breach of the General Admission Terms & Conditions shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Any person seeking to use a Season Ticket in breach of the General Admission Terms & Conditions in order to gain entry to the Ground or remain at a Match may be considered to be a trespasser and may be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her Season Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this clause 7.8, no refund shall be payable. 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 a Season Ticket.

7.9 The Club reserves the right to refuse to sell a Season Ticket to any persons it considers unsuitable, under these General Admission Terms and Conditions.

## 8. Family Areas Season Ticket

- 8.1 There must be at least one (1) junior Season Ticket Holder and one (1) adult Season Ticket Holder per group, and a maximum of two (2) adults to one (1) junior in their group to access the Family Areas. For the purposes of these Terms and Conditions a junior is a child under the age of 16 as of 1 August 2024 ("Junior").
- 8.2 In order to maintain the safety and security of young patrons, the Club suggest that Junior Ticket holders are accompanied to matches by a responsible Adult, but nevertheless insist that any person who is thirteen (13) years of age or under must be accompanied by a responsible Adult at all times.

## 9. Safe Standing

To the extent where Sunderland AFC operates licensed standing areas in seating accommodation at the Stadium of Light as part of the UK Government's safe standing scheme in collaboration with the Sports Grounds Safety Authority (referred to as "licensed standing areas"), access to these areas is restricted solely to ticket holders that have tickets specifically allocated to licensed standing.

Ticket holders for the licensed standing areas agree to:

- 9.1 Supporters must occupy the designated space corresponding to the seat indicated on their ticket. Supporters must refrain from relocating to different areas within the licensed standing areas or any other seated area within the Stadium of Light.
- 9.2 Anticipate that other supporters will stand to support the team during play, while they may choose to sit on their designated seat before and after the event, or during intermissions.
- 9.3 Supporters must refrain from sitting or standing on the rails or seats within the licensed standing area.
- 9.4 Sunderland AFC can prohibit entry to any individual lacking a ticket to the licensed standing area.
- 9.5 Maintain respectful conduct towards staff, stewards, and fellow fans at all times while visiting the Stadium of Light.
- 9.6 Demonstrate appropriate behaviour within the licensed standing area, there is a zero tolerance for antisocial behaviour.
- 9.7 Supporters must remain within their ticket seat area throughout the match and not move across rows unless it is necessary to use the concourse facilities or exit the ground. This is to adhere to the designated space outlined on the relevant ticket and as described in point 9.1 above.
- 9.8 Abstain from standing in gangways or on steps within the licensed standing areas for match viewing purposes, recognising these areas solely for accessing and exiting seats.

9.9 Acknowledge that failure to comply with the conditions outlined in this paragraph may result in ejection from the ground and/or prohibition from attending future football matches at the Stadium of Light. The Stadium of Light could also potentially lose authorisation to maintain a licensed standing area for football matches.

## 10. Age Bands - Season Tickets

- 10.1 Junior and concession Season Ticket applications must be accompanied by a photocopy of a passport or birth certificate.
- 10.2 The following pricing structure for Age Bands will apply to the purchasing of Season Tickets:
  - a. Junior 2-16 available to persons under 16 years of age as at 1<sup>st</sup> August 2024
  - b. Under 18 available to person aged under 18 as of 1<sup>st</sup> August 2024;
  - c. Under 22 available to persons years under the age of 22 as at 1<sup>st</sup> August 2024;
  - d. Adults available to persons between the ages of 22 and 64 as at 1<sup>st</sup> August 2024; and
  - e. Over 65s available to persons over 65 as at 1<sup>st</sup> August 2024.
- 10.3 Any supporter entering the Ground on an ineligible Season Ticket will have the Season Ticket withdrawn and no refund will be given on Matches remaining in the season. The Club reserve the right in such cases to pursue a criminal prosecution.
- 10.4 Evidence of level of disability must be provided at the Ticket Office annually, failure to present this will result in the Season Ticket becoming inactive. The following documents are accepted for a personal assistant season card:
  - a. Confirmation of the Middle or Higher Rate of Disability Living Allowance;
  - b. Confirmation of the Middle or Higher rate of Mobility Allowance;
  - c. Confirmation of the Middle or Higher rate of Attendance Allowance;
  - d. Confirmation of the Middle or Higher Rate of Severe Disablement Allowance;
  - e. Certification of being Registered Blind or Partially Sighted;
  - f. A personal letter of support from GP or Hospital Specialist (dated within the last two months; and
  - g. A Personal Independence Payment (PIP)
- 10.5 In accordance with the Ground Regulations, a child under the age of two (2) years old will not be allowed admittance to the Ground. A child under four (4) years old (three (3) years and under) will be allowed admittance if that child is aged at least two (2) years old and can sit unaided in a seat safely without assistance in the opinion of the senior safety steward, having cleared this with the matchday safety officer.

10.6 If you require a personal assistant ticket, you cannot have an additional under 12 ticket/season card within your party unless there is another full paying adult ticket to accompany the under 12. Anyone caught breaching these terms and conditions may result in their season card being cancelled with no refund.

## 11. English Football League Away Games

- 11.1 No guarantee of allocation can be given to Holders in respect of Matches played between other clubs.
- 11.2 The Club reserves the right to not offer refunds on away tickets if the Club's allocation is offered on a no-return basis.
- 11.3 If an away Match is rescheduled, refunds can only be processed in line with the policy of the away club. If they permit refunds, then written notice of the cancellation must be received within 5 days of the rescheduled fixture date being published. In the event that tickets have already been issued, they must also be returned within five days of the rescheduled date being published. Details of rescheduled matches will be published on the Club website at www.safc.com and on the matchday broadcasts.
- 11.4 The Club will not be responsible for tickets lost in the post and under NO circumstances will replacement tickets be issued, or refunds given.
- 11.5 Fixture dates are subject to change and not in the control of the Club. The Club will accept no responsibility for additional charges incurred, including but not limited to travel and accommodation costs.
- 11.6 The Club operates a point system in respect of its allocation of away tickets. Attendance at an away match will attract a level of points (such to be allocated at the discretion of the Club) ("Black Cat Points"). The Club reserves the right to remove Black Cat Points if the Club deems that the Holder has misused or misrepresented its entitlement to a concessionary priced Away ticket which will be priced in accordance with the Age Bands in clause 10.2. The Club will notify the Holder in writing if it deems the Holder to have breached this clause 11.6. Please note it is not possible to transfer Black Cat Points between accounts.
- 11.7 Away tickets are non transferable, away tickets are issued for the Holder's sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the away ticket or benefit of the same to any other person without the prior written consent of the Club. If the ticket is resold or transferred without the prior written consent of the Club, it will become void and the Holder will be refused entry to or ejected from the Grounds for that Match or any subsequent Matches. A transfer may be authorised by the Club in the Club's absolute discretion and providing that such sale or transfer is in respect of an individual Match and in consideration of no payment or benefit in excess of the face value of a Match Ticket. Such re-sell or transfer will be subject to these Terms and Conditions.
- 11.8 Supporters cannot share membership numbers for away tickets to be purchased, any evidence of this happening the away tickets will be cancelled and the shared membership number will be blocked from purchasing away tickets going forward. This may also result in all Black Cat points being removed from the account.

11.9 While away games are on Season Ticket priority the match ticket purchase must correspond with the age category of the Season Ticket used. Failing to do so, may result in your ticket being cancelled with no refund.

## 12. Cup Semi Finals, Final and Matches Played at Other Stadiums

- 12.1 In the event that progression is made to a Semi Final or Final round of a competition, Season Ticket holders will be given priority for ticket purchases where possible.
- 12.2 Please note that the Club will not be responsible for tickets lost in the post and under NO circumstances will replacement tickets be issued. Arrangements may be made so that you can elect to have your tickets for these Matches delivered by registered post. A £5 charge will be added for such requests. Specific details will be announced once ticket sale arrangements have been determined.
- 12.3 Fixture dates are subject to change and not in the control of the Club. The Club will accept no responsibility for additional charges incurred, including but not limited to travel and accommodation costs.

## 13. Changes to dates, refunds and exchanges

- 13.1 All Matches are organised and played in accordance with football regulations. No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. The Club shall however make reasonable endeavours to publicise any fixture changes as far in advance as possible (including via the Club website: www.safc.com) and the Club recommends that Holders visit the Club website on a regular basis in order to check the latest dates and times of Matches.
- 13.2 Once a Season Ticket is purchased the Holder shall not be entitled to cancel their Season Ticket and (except where expressly set out in these General Admission Terms and Conditions) no refunds shall be given by the Club for any Matches unattended. In particular, the following should be noted:
  - a. the dates and times of all of the Club's Matches to be held at the Ground during the Season are subject to alteration on a regular basis and the Club shall have no liability whatsoever to Season Ticket and/or ticket holders in respect of any such alterations. The Club shall however make reasonable endeavours to publicise any fixture changes as far in advance as possible (including via the Club website at www.safc.com) and the Club recommends that Holders visit the Club website on a regular basis in order to check the latest dates and times of matches.
  - b. matches can be abandoned or postponed (for example, due to weather conditions or unforeseen events) and the Club shall have no liability whatsoever to a Holder if the Match is abandoned or postponed. Holders shall however be entitled to attend any re-arranged version of such Match.
- 13.3 In respect of home matches, a number of matches may be required to be rescheduled to accommodate live television broadcasts. No guarantees can be given by the Club that a Match will take place at a particular time or a particular date. A Holder will be entitled to attend the re-arranged match. The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage,

loss of enjoyment or travel costs. In the event of a postponement or abandonment of the Match (or if the Match has, for any reason, to be played out of view of the public), the Holder will only be entitled to attend the re-arranged Match should it not be played out of the view of the public. The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of equipment, loss of enjoyment or accommodation/ travel costs.

- 13.4 Where there are extenuating circumstances, which (in the sole opinion of the Club) significantly affects the Holder's enjoyment of the Season Ticket, a Season Ticket Holder, or their parent or guardian, where relevant, must make a request for refund in writing or e-mail ticket.office@safc.com to the Ticket Office. Note, any refund is granted at the Club's discretion. No refund can be made in respect of matches not attended.
- 13.5 Season Ticket Holders who have elected to purchase their Season Ticket by the Payment Plan scheme should note that failure to complete all payments will result in cancellation of the Season ticket with no refund due.
- 13.6 Where a Match is postponed or abandoned before kick-off, a Season Ticket Holder will have their Season Ticket automatically enabled for the re-arranged fixture. The Season Ticket Holder is not entitled to a refund if they are unable to attend the re-arranged fixture.
- 13.7 Under NO circumstances will refunds be given after the Match kicks-off or has finished.
- 13.8 No refunds will be given in respect of Matches switched to accommodate live television coverage.
- 13.9 Booking fees charged at the time of purchase will NOT be refunded.
- 13.10 Refunds will be made to the payment ticket account or via bank transfer to your nominated bank account. Where tickets were paid by other means, refunds will be paid via a bank transfer. No cash refunds will be made. Refunds will be made by the Club within 28 days of receipt of the refund application and relevant unused Ticket.
- 13.11 The above terms also apply to tickets purchased online.

## 14. Lost or stolen Season Tickets

- 14.1 Season Ticket Holders must produce their digital season ticket in order to gain admission to the Ground for all English Football League home matches.
- 14.2 In the event that you forget your digital 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, at the Club's discretion, a match-day duplicate digital ticket is issued to the Holder, a non-refundable administration charge of £5 will be payable by the Holder.
- 14.3 Should any Season Ticket, when applied for, not arrive by email after purchase, the Holder must visit the ticket office with their account details. The ticket office team will resend the digital season ticket to help with access to the Ground.

## 15. Cancellation & Withdrawal of Season Ticket

- 15.1 Further and without prejudice to any other rights or remedies it may have, the Club shall have the right in the case of any serious breach or persistent breach of the General Admission Terms & Conditions by the Holder to cancel and withdraw in its entirety the Season Ticket. In the event of such cancellation, no refund will be paid in respect of the unexpired portion of the Season Ticket.
- 15.2 Without prejudice to the general nature of the above the following actions by the Holder shall constitute a serious breach of the General Admission Terms and Conditions and/or rules and regulations and/or Ground Regulations entitling the Club to take such action as the Club deems necessary including but not limited to ejection from the Ground and/or confiscation of the Holders Season Ticket namely as follows:
  - a. Smoking within the Ground;
  - b. Persistent standing in seated areas;
  - c. Sale of or transfer of the Season Ticket in breach of clause 7 and sub-clauses herein;
  - d. Fighting within or at the Ground or engaging in and/or inciting violence;
  - e. Intoxication by alcohol or drugs or being in possession of any illegal substance within or at the Ground;
  - f. Being in possession of any banner or flag at any time, in whole or in part, which is, or may reasonably be considered to be, at the sole discretion of the Club, offensive, immoral, foul, obscene, abusive or indecent;
  - g. The deliberate misuse of a Season Ticket in breach of the General Admission Terms and Conditions and/or Ground Regulations;
  - h. The supply to the Club of any misleading or incorrect information in any application for a Season Ticket;
  - i. 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;
  - j. 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 at the sole discretion of the Club be capable of being used as a weapon or compromise public safety;
  - k. Entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
  - I. Sale or transfer of a Season Ticket other than as permitted by these General Admission Terms and Conditions;
  - m. Whether at the Ground or travelling to or from a Match:
    - (i) the use of foul, obscene, abusive, and/or racist language and/or gestures;

- (ii) the chanting of anything of an indecent, discriminatory or racist nature; and
- (iii) fighting or engaging in and/or inciting violence;
- n. Any breach of the Ground Regulations;
- o. Any act or omission as set-out clauses 15.2 (a n) herein at an away match; and
- p. Any failure to pay or default in payment in respect of any sums owing to the Club in respect of a Season Ticket.
- 15.3 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clause 15.2 has either occurred or may occur.
- 15.4 If a Season Ticket Holder is under the age of sixteen (16) years old, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the General Admission Terms and Conditions.
- 15.5 Any deliberate misuse of a Season Ticket, including any attempt of any nature which, in the Club's reasonable opinion, constitutes an attempt to defraud the Club, will result in the Holder being ejected from the Ground in respect of the Match at which the same occurs and no refund will be payable to the Holder in respect of any unexpired portion of the same. The Club further reserves its right to take legal action against any appropriate persons as it sees fit in connection with such matters.

## 16. Filming, Photography and taping

- 16.1 All Season Ticket holders who enter the Ground acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in television coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club, the English Football League, or others (including commercial partners and accredited media organisations), and use of a Season ticket to enter the Ground constitutes consent to such use.
- 16.2 If such person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying them into the Ground shall be deemed to have provided consent on their behalf.

## 17. Mobile Ticketing

- 17.1 Subject to clause 17.4 below, all Home Match & Season Tickets will be issued by virtue of electronic mobile tickets using near-field communication technology, or such other technology as the Club may decide to use from time to time ("E-Ticket").
- 17.2 In order to use your Match & Season Ticket, you will be required to download the E-Ticket to your mobile smartphone by following the instructions provided by the Club within your email booking confirmation. E-Tickets are only compatible with iPhone 6 and above and most Android/Google phones. Confirmation of whether your device is compatible with E-Tickets can be provided by the Club upon request. It is your responsibility to download the relevant E-Ticket, and to ensure that it is displayed

correctly on your mobile smartphone. In the event that you have problems with downloading your Match Ticket as an E-Ticket, you must immediately inform the Club.

- 17.3 The Match & Season Ticket will need to be displayed on your mobile smartphone as an E-Ticket in order to gain access to the Ground. Match Tickets that are not displayed correctly (for example, due to a defective mobile smartphone or insufficient battery) will be rejected and you may be refused entry.
- 17.4 In the event that you do not hold a compatible mobile smartphone or you are unable to access your Match & Season Ticket via a mobile smartphone device, you must immediately inform the Club and the Club will discuss alternative access options that may be available depending on the circumstances, such alternative access options always being subject to the Club's sole discretion.

## **18. Exclusion of Liability**

- 18.1 The Club hereby excludes any liability for loss, injury or damage to persons/ property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- 18.2 The Club shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (a) the position of the seat and/or (b) the actions of other spectators.

## 19. General

- 19.1 The Club is the Data Controller in relation to the personal information, which you supply. The Club stores, collects and uses the personal information which you give in accordance with its obligations under the Data Protection regulations (such include but are not limited to Data Protection Act 2018, General Data Protection Regulation, Privacy and Electronic Communications Regulations (as amended from time to time)). The personal information you give will be used by the Club for the purpose of collating and administering details in respect of your Season Ticket unless you provide us with express permission otherwise.
- 19.2 The invalidity or partial invalidity of any provision of these General Admission Terms and Conditions shall not prejudice or affect the remainder of these General Admission Terms and Conditions, which shall continue in full force and effect.
- 19.3 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these General Admission Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy.
- 19.4 Notwithstanding any other provision in these General Admission Terms and Conditions and with the exception of FIFA, UEFA, The FA, PL and the English Football League, no other person other than you or the Club has any rights under the Contracts (Rights Terms and Conditions. Nothing in these General Admission Terms and 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.

19.5 In the event of a dispute arising as to the interpretation and/or validity of these General Admission Terms and Conditions this shall be subject to the exclusive jurisdiction of the Courts of England & Wales.