

**THE ARSENAL MEMBERSHIP SCHEME TERMS AND CONDITIONS**  
**FOR SEASON 2021-2022**

**1. Application**

- 1.1 If you are a consumer then references in these Terms and Conditions to “you” are to the individual purchasing a Membership from the Club for private and non-commercial purposes. If you are a business, references in these Terms and Conditions to “you” are to the business that you have the authority to bind in accordance with paragraph 1.2.
- 1.2 If you are NOT a consumer:
- (A) you confirm that you have authority to bind any business on whose behalf you are purchasing the Membership;
  - (B) these Terms and Conditions, the Terms and Conditions of Entry and the Ground Regulations (together the “Agreement”) constitute the entire agreement between you and the Club and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the Club, whether written or oral, relating to its subject matter; and
  - (C) you acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement; however, nothing in this section shall exclude liability for either party's fraudulent misrepresentation.
- 1.3 All the provisions of these Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to and limited by Applicable Law and Applicable Football Regulation and any restrictions contained therein. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any Applicable Law or Applicable Football Regulation, the relevant Applicable Law or Applicable Football Regulation shall prevail. For the avoidance of any doubt, the Club shall not be in breach of these Terms and Conditions by virtue of any action which it takes or omits to take as a consequence of Applicable Law or Applicable Football Regulation.

**Exclusion of liability**

- 1.4 Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, the Club shall not have any responsibility or liability to you in respect of any failure to carry out, or any delay in carrying out, any matter in respect of your Membership, including admitting you to Emirates Stadium for a particular match, caused by any circumstances outside the Club’s reasonable control and/or the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation. For the avoidance of doubt, and without limitation:
- (A) as a result of a COVID Event, the Club may be required by Applicable Law and/or Applicable Football Regulation, or may decide, to hold Behind Closed Doors Matches and/or Reduced Capacity Matches during the 2021-2022 season. The Club shall not have any responsibility or liability to you in respect of any such matches for which it is unable to offer you the right to purchase tickets and/or attend matches, and/or the

exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets for Reduced Capacity Matches; and

- (B) in no circumstances shall any term of these Terms and Conditions exclude the Club's liability for personal injury or death as a result of its negligence, or for fraud.

## **2. Conditions of Issue Governing Membership**

- 2.1 You shall (subject to the provisions regarding Gold and Platinum Members set out in paragraph 2.3 below) pay the Fee to the Club (or as otherwise directed by the Club) on an annual basis. In the event that you fail to pay the Fee when due, the Club (or such other entity as the Club shall direct) shall be entitled to charge you an administration charge and any bank charges incurred by the Club. The Fee payable by Gold and/or Platinum Members is included in the price of an Arsenal season ticket and no additional Fee is therefore payable by Gold and/or Platinum Members.
- 2.2 On commencement of your membership in accordance with paragraph 2.3 below, the Club will activate and/or dispatch the membership card (whether in physical or digital format, as the case may be) (the "**Membership Card**") to you by the first day of the relevant football season (or 28 days after the Club receives payment, whichever is later). Alternatively, you may be required to physically collect the Membership Card from the Club's box office, with photographic evidence of your identity.
- 2.3 Your membership shall commence on the date of receipt of the appropriate Fee (which, in the case of Gold and/or Platinum Members, shall be the date of receipt of the appropriate payment for an Arsenal season ticket). Your Membership is valid for the 2021-2022 season (unless expressed to terminate earlier or unless terminated earlier in accordance with these Terms and Conditions), after which it will expire (unless renewed).

## **3. Use of Membership Card**

- 3.1 In order to obtain any Emirates Stadium-based membership benefits, you must present a valid Membership Card for inspection by the Club. In particular, the Membership Card must be brought to all of the Club's home matches and other events (where instructed by the Club) at the Emirates Stadium to which you gain entry using the Membership Card and you must make the Membership Card available for inspection on demand by any steward, security officer or other member of Arsenal staff.
- 3.2 The Membership Card is personal to you and is not transferable and shall not be transferred, save as permitted by the terms of the relevant Terms and Conditions of Entry. All Membership Cards and match day tickets shall remain the property of the Club. You shall return the Membership Card to the Club when asked to do so by the Club.
- 3.3 Any ticket purchased using the Membership Card will be recorded electronically; any paper tickets issued shall have your membership number printed on it.
- 3.4 The minimum unaccompanied age for entry to Emirates Stadium is 14 years of age. All persons under this age will be required to attend with, and sit adjacent to, an adult (aged 18 or over). If a booking is completed without a Member that is aged 18 or over included in the booking and/or which results in a person under the age of 14 years old sitting otherwise than adjacent to the accompanying adult, the Club reserves the right to cancel any such booking(s). Any refunds will be payable in accordance with these Terms and Conditions and the relevant Terms and Conditions of Entry.

- 3.5 For safety reasons, any persons attending Emirates Stadium on a match day aged three and under are not permitted to sit in (i) Rows 1 to 20 (inclusive) of the Lower Tier or (ii) the first row of Club Level, Box Level or the Upper Tier.
- 3.6 The Club may suspend or cancel the Membership Card (and all associated benefits) in the event of any misuse of the Membership Card by you or any recipient of the Membership Card, including but not limited to where you transfer, or where the Club considers in its reasonable opinion that you have attempted or taken preparatory steps to transfer, any rights to use the Membership Card, or any match day ticket purchased using the Membership Card, to any other person, in each case save as permitted pursuant to paragraph 3.2 of these Terms and Conditions.
- 3.7 You agree to conduct yourself in a manner befitting a representative of the Club and will not do anything or procure that anything be done which might bring the name or reputation of the Club into disrepute. You must ensure that any match day tickets you purchase are used responsibly and in accordance with these Terms and Conditions and you shall procure that any third party who uses a match day ticket purchased using your Membership Card shall act in accordance with the relevant Terms and Conditions of Entry.
- 3.8 Any Member, acting alone or with others, whose conduct, or incitement of others, results in disciplinary action being taken against the Club by FIFA, UEFA, the Football Association or the Premier League shall be both individually and collectively responsible and liable to the Club for any loss the Club thereby suffers. You shall also be both individually and collectively responsible and liable to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to a match using your Membership Card.
- 3.9 The unauthorised sale or disposal of a ticket may amount to a criminal offence, including under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Club may inform the police when it becomes aware that ticket(s) have been sold or disposed of illegally and will press for charges to be brought against those breaking the law. We may also notify the Premier League, other football clubs, event holders, any Football Authority and/or the relevant law enforcement authorities about ticket touting activities relating to you. Similarly, the Club may receive information from the police, the Premier League and other football clubs relating to ticket touting activities elsewhere in the UK. The information that may be collected and shared by the Club and the above third parties could include personal data such as your name, contact details, image, data relating to criminal offences and your past ticket activity and purchases (including payment details). The Club processes this information where necessary to identify and prevent ticket touting activities, which is in our legitimate interests and the interests of other football clubs. The processing may also be necessary in order to prevent or detect unlawful acts. For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at [dpo@arsenal.co.uk](mailto:dpo@arsenal.co.uk).
- 3.10 By entering Emirates Stadium, you (for yourself and on behalf of any guest of yours) 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 you/any guest of yours and may also be used, by way of example and without limitation, in televised coverage of the game or by the Club, any other Club Group Company 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 marketing, editorial, training or promotional purposes or any other purpose deemed reasonable by the Club. All persons further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom)

may be used (by the Club or by a third party, such as a law enforcement body) to identify them as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms and Conditions of Entry.

- 3.11 All persons attending matches at Emirates Stadium acknowledge that the matches are public events. The appearance and actions of the persons attending inside and in the perimeter of the Emirates Stadium are public in nature and all persons attending agree that they shall have no expectation of privacy with regard to their actions or conduct at the Emirates Stadium.
- 3.12 Further to clause 3.10 above, if you (or any guest of yours) are under 18 years of age, the parent, guardian or responsible adult who is accompanying you/them into Emirates Stadium shall be deemed to have provided consent on your/their behalf.
- 3.13 If you (or any guest of yours) are under 16 years of age, your/their parent(s) and/or guardian(s) are also responsible for your/their actions, conduct and compliance with these Terms and Conditions.

#### **4. Lost or Stolen Membership Cards**

The Club is not responsible for any Membership Card which is lost, stolen, defaced, damaged or destroyed. If the Membership Card is lost, stolen, defaced, damaged or destroyed, a duplicate Membership Card may be issued to you, at the Club's discretion, upon payment by you of a non-refundable administration fee of £10.00 at the Club's match day ticket office or as otherwise directed by the Club from time to time. The Club reserves the right to withdraw this duplicate Membership Card facility without notice. Please note that it is your responsibility to contact the Club and/or visit the Club's match day ticket office on a match day in the event that you do not have access to your Membership Card and/or the relevant match ticket(s) for that match.

#### **5. Benefits of Membership**

- 5.1 Subject to these Terms and Conditions, all Members shall be entitled to receive the relevant benefits applicable to their Membership as published on the Website.
- 5.2 All Members, except Junior Gunners, shall be eligible to participate in the 'My Arsenal Rewards' loyalty programme at the start of the 2021-2022 season, subject to the applicable My Arsenal Rewards terms and conditions. My Arsenal Rewards will give eligible Members the opportunity, subject to availability, to access exclusive rewards and prizes through the Club and selected third parties.
- 5.3 All Members, except Junior Gunners and Cannon Members and any Members who have selected a "Lite" variant of a Membership, shall earn sufficient Rewards Points upon payment of the Fee to be entitled to redeem, subject to availability, a membership pack (or other Reward of equal or lesser Rewards Points value) as part of the My Arsenal Rewards programme launching at the start of the 2021-2022 season, subject to the applicable My Arsenal Rewards Scheme terms and conditions. Junior Gunners and Cannon Members shall receive a membership pack in the post. Members who have selected any "Lite" variant of a Membership shall be entitled to the relevant benefits listed on the Website from time to time however they shall not be automatically entitled to receive a membership pack.
- 5.4 For all matches where the Club is permitted by Applicable Law and/or Applicable Football Regulation to stage matches at Emirates Stadium with no restrictions on spectator capacity:
  - (A) the benefits afforded to Silver Members shall include the opportunity, subject to availability (determined in the Club's sole discretion), to purchase tickets for all of the Club's first team home matches at Emirates Stadium; and

- (B) the benefits afforded to Red Members shall include the following: a minimum of 3,500 tickets will be available to purchase for each home Premier League fixture following the initial ticket purchase window for Silver Members. For all other first team matches (FA and League Cup, if applicable), Red Members will have the opportunity to purchase tickets after sales of the relevant ticket allocation to Silver Members (such allocation to be determined in the Club's sole discretion), subject to availability.
- 5.5 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides as a result of a COVID Event, to hold any Behind Closed Doors Match(es) during the 2021-2022 season, no Member shall be entitled to purchase tickets for, or to attend, any such Behind Closed Doors Match(es).
- 5.6 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides as a result of a COVID Event, to hold any Reduced Capacity Match(es) during the 2021-2022 season, the number of tickets made available to Silver and Red Members (if any) will be determined by the Club at its absolute discretion.
- 5.7 You shall have the opportunity, where invited by the Club to do so, to purchase tickets for the Club's first team away matches (i.e. matches played at a stadium or ground other than Emirates Stadium for which the Club's first team is deemed the away team), subject to availability (determined in the Club's sole discretion), capacity restrictions, Applicable Law and/or Applicable Football Regulation.
- 5.8 You shall not be able to purchase more than one ticket using the Membership Card for any match, save as expressly permitted by the Club from time to time.
- 5.9 Nothing in these Terms and Conditions shall constitute or imply that you have any guarantee of entitlement to any ticket, seat or access to any area of Emirates Stadium (or any other ground or stadium) for any match or matches.
- 5.10 The Club will notify you from time to time, by way of notice in the match day programme or on the Website, of the availability of any home match day tickets for purchase by the relevant category of Member and also the manner or system which must be followed by you in order to purchase any such tickets. The Club may impose any limitations or restrictions on the means of purchase of any such tickets as it may, in its discretion, determine, whether for any particular match or matches or otherwise.
- 5.11 Without limitation, the Club reserves the right to vary the benefits provided to you and the priority, manner or system by which match tickets are allocated and/or sold. The Club will use reasonable endeavours to provide reasonable notice to you in the match day programme or through the Website or by email relating to changes to the priority, manner or system by which match tickets are allocated and/or sold.
- 5.12 Save as otherwise expressly provided in these Terms and Conditions, if any of the items or other benefits listed on the Website are unavailable, the Club reserves the right at its sole discretion to substitute such items with similar items of equivalent value as the Club may from time to time decide in its sole discretion.
- 5.13 If you have selected Junior Gunners Membership Lite, Silver Membership Lite or Red Membership Lite in respect of any season you will not be able to upgrade to full Junior Gunners, Silver or Red Membership during that season.
- 5.14 Any tickets purchased, or used in relation to, any Membership, shall be used subject to the Terms and Conditions of Entry relevant to that ticket which can be located at: <http://www.arsenal.com/ticket-membership-terms>.

5.15 The use of any automated software or computer system to search for, reserve, buy or otherwise obtain match tickets (including sending information from your computer to another computer where such software or system is active) in relation to any Membership is strictly prohibited. If the Club reasonably believes that you have searched for, reserved, bought or otherwise obtained match tickets using, or with the assistance of, such software, the Club may cancel the Membership Card (and all associated benefits) without payment of any refund of the Fee to you. The Club may also cancel any subsequent match tickets purchased without payment of any refund of the match ticket. If you have any queries about this, you may contact the Arsenal box office. The use of such software to search for, reserve, buy or otherwise obtain match tickets may amount to a criminal offence under the Computer Misuse Act 1990 or the Breaching of Limits on Ticket Sales Regulations 2018 and the Club reserves the right to inform the police if it reasonably believes that a match ticket has been purchased using such software.

## 6. Digital membership

You have the rights equivalent to digital members of the Club to benefit from (i) the right to access Arsenal Player (or any replacement thereof), and (ii) the right to receive certain correspondence via email ("**Digital Membership**"). Any exercise of the rights under this paragraph 6 shall be governed by the Digital Membership Terms and Conditions from time to time, which can be located at <http://www.arsenal.com/digitalmembership-termsandconditions>.

## 7. Ticket Exchange and Ticket Transfer

7.1 Ticket Exchange ("**TX**") provides an opportunity, once all tickets for a Match have been sold, for:

- (A) season ticket holders who are Gold Members or Platinum (Club Level) Members ("**Sellers**") to sell, subject to demand, their match tickets for the relevant Match if they cannot attend to Silver Members or Red Members; and
- (B) Silver Members and Red Members to acquire, subject to availability, match tickets for the relevant Match from Sellers,

in each case subject to Applicable Law, Applicable Football Regulations and the terms and conditions of TX from time to time, as set out on the Website. Each ticket shall also be subject to the relevant Terms and Conditions of Entry.

7.2 Ticket Transfer ("**TT**") provides an opportunity for season ticket holders who are Gold Members or Platinum (Club Level) Members to transfer their match tickets for home matches to which they cannot attend to a friend or family member, subject to Applicable Law, Applicable Football Regulations and the terms and conditions of TT from time to time, as set out on the Website. Each ticket shall also be subject to the relevant Terms and Conditions of Entry.

## 8. Pricing and Ticket Information

Whilst we try to ensure that pricing and ticketing information on our Website is correct at all times, errors may occasionally occur. If we discover an error in the price or nature of the ticket you have ordered, we 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 we are unable to contact you, we will unfortunately have to treat the order as cancelled. If the order is cancelled, we will of course provide you with a full refund (including booking fees). Please note that it is your responsibility to check the relevant ticket delivery method and the relevant prices, as these may change on a match-by-match basis.

## 9. Use of the Family Enclosure

Within the family enclosure section of Emirates Stadium (the “**Family Enclosure**”) the following additional regulations must be adhered to by you at all times, save where the Club specifies otherwise (acting in its absolute discretion):

- (A) The Family Enclosure is restricted to members who are Junior Gunners, Senior Citizen Members or Cannon Members only.
- (B) Silver Members and Red Members who are adults are only permitted to be in the Family Enclosure if they are accompanying a Junior Gunner. A maximum of 2 adult Red or Silver Members are permitted to accompany each Junior Gunner.
- (C) For Silver Members and Red Members, tickets for the Family Enclosure may be purchased through the Website at [www.arsenal.com/membership](http://www.arsenal.com/membership) or by calling +44 (0) 20 7619 5000 (subject to capacity restrictions, availability and the Club’s timescales).
- (D) Junior Gunners may only purchase tickets in Emirates Stadium outside the Family Enclosure once the Family Enclosure is sold out. Subject to capacity restrictions, availability and time scales, tickets may be purchased through the Website at [www.arsenal.com/membership](http://www.arsenal.com/membership). Any such tickets purchased will be charged at full price and may only be used by Members with a concessionary priced Membership.
- (E) Senior Citizen Members and Cannon Members may only purchase tickets in the Family Enclosure for themselves or within a group containing Silver and Red Members who are accompanying Junior Gunners in accordance with the restriction set out above.
- (F) You must show your Membership Card to a Club member of staff/stewards upon request. Other photographic identification and evidence of your date of birth may also be requested and, if requested, must be shown to the Club member of staff or a steward.
- (G) Under normal circumstances no adult may use a concessionary priced ticket (other than legitimate use by Senior Citizen Members). If this is likely to happen, you must contact Fan Services (Tel: +44 (0) 207 619 5000) for advice on the correct procedure prior to the relevant match. Failure to make contact with the Club prior to the date of the fixture may result in the relevant Membership Card(s) being confiscated and/or you being ejected from Emirates Stadium. The Club regrets that it is unable to deal with any requests or enquiries of this nature on the day of a fixture.

## 10. Concessionary Memberships and Tickets

10.1 Concessionary Memberships and related tickets may only be used by persons that qualify for such Memberships, as follows:

- (A) “Team JG’s” by persons who will be aged 4 to 11 (inclusive) at 31 August of the relevant season.
- (B) “Young Guns” by persons who will be aged 12 to 16 (inclusive) at 31 August of the relevant season.
- (C) “Cannon” by persons who will be aged 17 or 18 (inclusive) at 31 August of the relevant season and who were either part of the Young Guns or the Cannon for the whole of the previous season or who have otherwise become Cannon members by 31 August in the relevant season.

- (D) "Senior Citizen" by persons who will be aged sixty-five or over (inclusive) at 31 August of the relevant season.
- 10.2 If you enter or seek to enter Emirates Stadium with a concessionary Membership ticket in circumstances where you are not entitled to such concession as set out above, you will be refused entry to, or ejected from, Emirates Stadium and will have the relevant Membership(s) withdrawn. In such case, no refund will be given to you and it may result in criminal prosecution.
- 10.3 "Junior Gunners" Memberships are split into three levels:
- (A) "Welcome To Our World": 0 to 3 years of age (inclusive) at 31 August of the relevant season. This membership level does not have any entitlement to purchase match tickets.
- (B) "Team JG's": persons who will be aged 4 to 11 (inclusive) at 31 August of the relevant season.
- (C) "Young Guns": persons who will be aged 12 to 16 (inclusive) at 31 August of the relevant season.
- 10.4 Subject always to paragraph 10.5 below, from the 2012-2013 season, the Membership progression for all Junior Gunners Members who were 15 years old or under in the 2012-2013 season shall be as follows:
- (A) all Junior Gunners and Cannon Members shall be treated as Red Members for the purpose of any applicable benefits associated with the longevity of Membership that are provided by the Club from time to time; and
- (B) progression to Silver Membership can only be attained by Cannon Members who have held Junior Gunners and/or Cannon Memberships (as the case may be) on a continuous basis. Members who satisfy these criteria will automatically be added to the waiting list for Silver Membership (alongside other Red Members). Silver Membership will be allocated according to the length of time that Membership has been held.
- 10.5 The Club reserves the right to restructure, change and/or withdraw any level and/or type and/or priority of Membership and/or the associated benefits from season to season. Purchase of a particular Membership for one season does not guarantee that such Membership, any other Membership and/or the associated benefits will be available in the following season.
- 11. Membership Plus Offer**
- 11.1 At the Club's discretion, you have the right to pay the Club an additional £4.00 per year (the "Plus Fee") in order to join the Club's waiting list for a Gold Membership season ticket. This right is offered to Red, Silver, Senior Citizen and Cannon Members, as well as Junior Gunners with the exception of "Welcome to Our World" level Junior Gunners.
- 11.2 Once you have paid the Plus Fee for three consecutive years then, as long as you have paid all other amounts owing to the Club, you will join the Gold Membership season ticket waiting list at the point that you would have been on had you joined the waiting list as a Gold Member on the date you paid the first Plus Fee.
- 11.3 You will be on the Gold Membership season ticket waiting list until you either become a Gold Member, or the Club decides in its absolute discretion to remove you from the Gold



Membership season ticket waiting list. The Club reserves the right to cancel or vary the Gold Membership season ticket waiting list process at any time and at its sole discretion.

- 11.4 The total Plus Fee paid by you constitutes the deposit for your Gold Membership season ticket. If you do not pay the Plus Fee for three consecutive years, you will lose your deposit, your Plus Fee resets to zero, and your total Plus Fee paid so far becomes the property of the Club.

## **12. Suspension or Cancellation of Membership**

- 12.1 The Club may suspend or cancel your Membership (and all associated benefits) in the event of you, or any other person occupying a seat purchased using the Membership Card, being ejected or banned from Emirates Stadium or any other sports ground anywhere in the world, breaching any of the Terms and Conditions of Entry or any other of these Terms and Conditions, or in the event of any abusive, harmful, dangerous or other unacceptable behaviour by you whether in-person or online (such as on a social media platform).
- 12.2 In the event of the suspension or cancellation of your Membership under paragraph 12.1 above, the Club will be under no obligation to refund the Fee paid by you (or any part thereof) in relation to your Membership and to the maximum extent permitted by law will have no other liability in connection therewith.
- 12.3 If the Club has reasonable grounds to suspect that you have searched for, reserved, bought or otherwise obtained match tickets and/or attempted and/or taken preparatory steps to search for, reserve, buy or otherwise obtain match tickets, with the intention of selling or transferring any such tickets in breach of these Terms and Conditions, the Club may suspend or cancel your Membership (and all associated benefits) without payment of any refund of the Fee to you. The Club may also cancel any match tickets purchased without payment of any refund of the match tickets. If you have any queries about this, you may contact the Arsenal box office.

## **13. Right to Cancel**

- 13.1 If you have purchased your Membership by phone, post or online, and provided that you have not yet used your Membership to purchase any tickets, you have the right to cancel your Membership within 14 days. The cancellation period will expire after 14 days from the day on which you enter into a contract with the Club to purchase a Membership (the "**Cancellation Deadline**").
- 13.2 In order to exercise your cancellation right, you must inform us of your decision to cancel prior to the Cancellation Deadline either by using the cancellation form available here or by a clear statement sent either by email to [boxoffice@arsenal.co.uk](mailto:boxoffice@arsenal.co.uk), by telephone on 0207 619 5000 or by post to Box Office, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU.
- 13.3 If you submit a valid cancellation request, we will reimburse you the Fee within 14 days after the day on which we are informed about your decision to cancel, using the same method of payment as you used to make the order.

## **14. General**

- 14.1 The Club reserves the right to change these Terms and Conditions from time to time and shall notify you of such changes if they materially affect your rights as a consumer. Any such changes will be notified to you in the match day programme or through the Website.
- 14.2 The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect.

- 14.3 If you are a consumer, you have legal rights in relation to goods that are not fit for purpose and services that are not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.
- 14.4 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your Membership and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) will be governed by English law. You and the Club both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.
- 14.5 If you are a business, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law. You and we both irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).
- 14.6 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions, the documents referenced herein or by law shall not constitute a waiver of that right, power or remedy.

## 15. Disabled Members

- 15.1 Disabled Members must bring their current Platinum, Gold or Purple Membership Card with them when attending a home match. A disabled Member's personal assistant must also bring their Membership Card with them when attending a home match.
- 15.2 Personal assistants of Members with disabilities shall not be entitled to any Membership benefits. Personal assistants must NOT attend matches on their own or with any non-disabled person. If a disabled Member is unable to attend a match, please notify the Disability Liaison Team as soon as possible so that we can arrange a refund of your tickets or you may sell or donate such Member's place to another disabled supporter, a charity or local disability organisation.
- 15.3 Disabled Members must bring a form of photographic identification with them when attending Emirates Stadium.
- 15.4 Please note that stewards and Club staff will be carrying out checks on all ticket holders and Members. All proven abuses of the disabled supporters' concessionary scheme will be dealt with severely and will result in the loss of your Membership. It may also result in criminal prosecution.
- 15.5 Contact details for the Disability Liaison Team are as follows (and may be updated from time to time on [www.arsenal.com](http://www.arsenal.com)):
- Tel: 020 7619 5050 (Mon to Fri 9.30am to 5pm)
  - Email: [disability@arsenal.co.uk](mailto:disability@arsenal.co.uk)
  - Matchday Contact Number: 020 7619 5003

## 16. Definitions

In these Terms and Conditions:

**"Applicable Football Regulation"** means in respect of any Football Authority: (i) the statutes,

rules, regulations, directives, codes of practice, guidelines and equivalent for the time being of such bodies; and (ii) all promotional, marketing and commercial agreements and arrangements concluded by each such body; in each case with which the Club is required to comply with from time to time;

**“Applicable Law”** means all laws, statutes, regulations, edicts, byelaws, codes of conduct and guidelines, whether local, national, international or otherwise existing to which the Club and/or any Member is subject and which is relevant to the Club and/or the Member’s rights or obligations under the Terms and Conditions (as the case may be);

**“Behind Closed Doors Match”** means a match which the Club holds at the Emirates Stadium without any spectators in attendance due to a COVID Event;

**“Club”** means The Arsenal Football Club Plc, a company registered in England and Wales under company number 109244 and with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU. VAT number: 769 4067 87 GB;

**“Club Group Company”** means, in respect of the Club, its holding companies and subsidiaries of its holding companies, and “holding company” and “subsidiary” have the meanings given to them in section 1159 of the Companies Act 2006 and “Club Group Companies” shall be construed accordingly;

**“COVID”** means the coronavirus disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), also known as ‘COVID-19’, and/or any variations or mutations thereof;

**“COVID Event”** means COVID and/or any other epidemic(s) or pandemic(s);

**“Emirates Stadium”** means Emirates Stadium, London N7 7AJ;

**“Fee”** means the relevant amount (if any) payable on an annual basis by you for your appropriate Membership (whether Red, Red Lite, Silver, Silver Lite, Gold, Junior Gunners, Junior Gunners Lite, Purple, Cannon or Senior Citizen) as detailed in the application form and on the Website;

**“Football Authority”** means any or all of the Premier League, the Football Association, the Football Association of Wales, FIFA, UEFA, the Football League and/or any other relevant governing body of association football;

**“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 Emirates Stadium (copies of which are on display at Emirates Stadium and on the Website), including without limitation any guidelines and/or codes of conduct issued by the Club from time to time in relation to a COVID Event;

**“Member”** means a person who is registered through “The Arsenal”, the Club’s official membership scheme, whether at Red Level (**“Red Members”**), Silver Level (**“Silver Members”**), Gold Level (**“Gold Members”**), Purple Level (**“Purple Members”**), Junior Gunners (**“Junior Gunners”**), Cannon (**“Cannon Members”**), Senior Citizen (**“Senior Citizen Members”**) or Platinum Level (**“Platinum Members”**) and **“Membership”** shall be construed accordingly;

**“Reduced Capacity Match”** means a match which the Club holds at Emirates Stadium with reduced spectator capacity due to a COVID Event;

**“Reward”** means any benefit, including good or service, that the Club or a third party may offer an eligible Member in accordance with the applicable My Arsenal Rewards Scheme terms and conditions and/or any applicable third-party terms and conditions, including any such benefit offered in exchange for an eligible Member redeeming a specified number of Rewards Points;

**“Rewards Points”** means the loyalty points that eligible Members shall earn by making qualifying purchases and/or undertaking qualifying activities in accordance with the applicable My Arsenal Rewards Scheme terms and conditions;

**“Terms and Conditions”** means these terms and conditions governing the issue and use of a Membership Card. The Ground Regulations shall be incorporated in, and form part of, these Terms and Conditions. Any amendments to the Terms and Conditions and the Ground Regulations will be notified to you by being put on display at the Ground and through the Website;

**“Terms and Conditions of Entry”** means:

- (i) in relation to season tickets in General Admission, the “General Admission Season Ticket Terms and Conditions 2021/22”;
- (ii) in relation to season tickets in Club Level, the “Club Level Season Ticket Terms and Conditions 2021/22”;
- (iii) in relation to match-by-match tickets in General Admission, the “General Admission (Home Fans) Ticket Terms and Conditions 2021/22”;
- (iv) in relation to match-by-match tickets in Club Level, the “Club Level (Match-by-Match) Ticket Terms and Conditions 2021/22”; and
- (v) in every case, the Ground Regulations,

each as updated from time to time by the Club and made available on the Website; and

**“Website”** means the website at [www.arsenal.com/membership](http://www.arsenal.com/membership).