

Arsenal Women Football Club Home Ticket 2017/2018 – Season and Match-by-Match - Terms and Conditions of Sale and Issue

1. DEFINITIONS

In these Conditions of Sale and Issue the following words and phrases shall have the following meanings:

“**Club**” means Arsenal Women Football Club Limited and The Arsenal Football Club Plc.

“**Club Group Company**” means, in respect of the Club, their holding companies and subsidiaries of their 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.

“**Conditions of Sale and Issue**” means these terms and conditions governing the sale, issue and use of a Ticket.

“**Ground**” means Meadow Park football ground located at Meadow Park, Broughinge Road, Borehamwood, Hertfordshire WD6 5AL, or such other football ground as is hosting the relevant Match.

“**Ground Regulations**” means those ground regulations issued by the owner or operator of the Ground from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are available on request or otherwise on display at the Ground).

“**Match**” means any football match played by Arsenal Women Football Club that is staged by the Club at the Ground.

“**Privacy Policy**” means the Club’s privacy policy available at www.arsenal.com.

“**Site**” means the Club's online platform for the purchase of Tickets.

“**Ticket**” means a printed paper ticket (as described more fully in clause 3.4) or access card (and/or any rights arising out of or in connection with that paper ticket or access card) for admission to a Match or Matches.

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

- (a) where relevant, each of the rules and regulations of [FIFA](#), [UEFA](#) and [The FA](#);
- (b) the Ground Regulations (available on request and on display at the Ground);
- (c) these Conditions of Sale and Issue; and
- (d) The [Arsenal Women Ticket Refund Policy](#).

“**Terms of Use**” means the terms which govern your use of the Site, which are available at www.arsenal.com.

“**Arsenal Women Ticket Refund Policy**” means the Club’s refund policy applicable to Tickets as set out below at Appendix 1 as may amended by the Club from time to time.

“**Website**” means the Club’s website, currently www.arsenal.com.

2. ORDERING TICKETS THROUGH THE SITE

2.1 Your use of the Site is subject always to the Terms of Use, which you must comply with at all times when using the Site.

2.2 You must be at least 18 years old or have parental or guardian consent to place an order for Tickets through the Site.

2.3 To place an order for Tickets please follow the instructions on the Site. You will be given the opportunity to check the details of your order before you confirm it.

- 2.4 When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order ("**Order Confirmation**"). The contract between you and the Club will be formed when the Club sends you the Order Confirmation. If you have ordered a printed paper ticket, you will receive a second e-mail attaching your print-at-home ticket. You will be required to present the print-at-home ticket to gain entry to the Ground.

3. PRICING AND PAYMENT

- 3.1 All orders are subject to availability and confirmation of the order price. If the Club discovers an error in the price of any Tickets which you have ordered the Club will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If the Club is unable to contact you it will treat the order as cancelled. If you choose to cancel your order and you have already paid for the Tickets, you will receive a full refund.
- 3.2 If, for any reason other than a breach by you of these Conditions of Sale and Issue, the Club is unable to supply you with a Ticket, for example because that Ticket is no longer available, the Club will inform you by email as soon as possible. If you have already paid for that Ticket, you will receive a full refund.
- 3.3 Payment may be made by credit or debit card. Your credit or debit card details will be requested to purchase your ticket(s). If booking online, your credit or debit card details will be requested to complete your purchase.

4. ISSUE OF TICKETS

- 4.1 The issue of a Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.
- 4.2 By applying to purchase a Ticket and/or using the same you hereby warrant and represent that you are a supporter of the team whose name is endorsed upon that Ticket.

5. ADMISSION TO THE GROUND

- 5.1 Use of a Ticket constitutes acceptance of the Terms & Conditions of Entry.
- 5.2 A Ticket permits you to occupy, at the relevant Match (but not otherwise), the seat or, where relevant, safe standing area indicated on that Ticket or such other alternative seat or safe standing area as the Club and/or Ground owner/operator may allocate to you, acting reasonably. No adult admission to family areas unless accompanying children; purchase and use of family enclosure tickets may be subject to restrictions and/or terms issued by the Club from time to time.
- 5.3 For the avoidance of doubt, any attempt to gain access to the Ground wearing the colours of a team other than the name of any team's supporters' area endorsed on the face of your Ticket may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat/safe standing area will be offered.
- 5.4 Save as set out in clause 5.5 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 shall be required to deliver up films, files, tapes or discs of such recording to the Club and copyright in any unauthorised recording or transmission is assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the Club.
- 5.5 Subject to the provisions of clause 5.4 above, mobile telephones are permitted within the Ground, provided that they are used for bona fide personal and private purposes only.

- 5.6 Save for official team merchandise and/or other football related clothing worn in good faith and in accordance with clause 5.3 above, you shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.
- 5.7 You shall not bring or attempt to bring into the Ground any of the following: (i) bottled or canned foods or beverages; (ii) any other foodstuffs; (iii) any alcoholic beverage whatsoever. Refreshment facilities will be made available inside the Ground.
- 5.8 You shall not offer (either free or for sale by any person) within the Ground any goods (including literature) of any nature without the express written permission of the Club.
- 5.9 All persons attending a Match at the Ground acknowledge and agree that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game or by the Club, any other Club Group Company and/or UEFA or The FA (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 for any other purpose deemed reasonable by the Club.
- 5.10 All persons attending a Match at the Ground acknowledge that a Match is a public event. The appearance and actions of the persons attending inside and in the perimeter of the Ground 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 Matches.
- 5.11 Further to clause 5.9 above, 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.
- 5.12 The Club and the Ground owner reserve the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry.

6. NON-TRANSFER OF TICKETS

- 6.1 A Ticket is issued for your sole use and you shall not resell or (save as set out in clauses 6.3 and 6.4 below) transfer any Ticket to any other person without the prior written consent of the Club.
- 6.2 Without prejudice to the general wording set out in clause 6.1 above, no Ticket may: -
(a) be used for any promotional or commercial purpose whatsoever (including, by way of example, in any competition, auction, give-away, lottery or as a premium); or
(b) be transferred, lent or sold to any third party for use as part of a hospitality or travel package; or
(c) be given to any third party who agrees to buy a good or service in return, unless you have the prior written consent of the Club.
- 6.3 If more than one Ticket is issued to you, one Ticket must be retained by you for your personal use (subject to clause 6.4 below) and the remainder may be transferred to the natural person(s) intending to accompany you to the Match, provided that:
(a) such person(s) is/are known to you and would be entitled (under the Terms & Conditions of Entry) to purchase such a Ticket;
(b) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket;
(c) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;
(d) such transfer is subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 7) apply to such person as if he/she were the original purchaser of the Ticket (and you must inform the person of this); and
(e) you must provide the name and address of such person(s) when asked to do so by any official, steward or employee of the Club or the Ground owner/operator or any police officer.

6.4 In the event that you and/or the person(s) intending to accompany you to the Match are unable to use any Ticket then you may transfer the Ticket(s) to another natural person, provided that:

- (a) such other person(s) is/are known to you and would be entitled (under the Terms & Conditions of Entry) to purchase such a Ticket;
- (b) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket;
- (c) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;
- (d) such transfer is subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 7) apply to such other person as if he/she were the original purchaser of the Ticket (and you must inform the other person of this); and
- (e) you must provide the name and address of such other person(s) when asked to do so by any official, steward or employee of the Club or the Ground owner/operator or any police officer.

6.5 All Tickets 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, the Ground owner/operator or any police officer. The Club reserves the right to retain any Ticket at any time.

6.6 If a Ticket is obtained or used in breach of the Terms & Conditions of Entry, the Ticket will automatically be void, the Ticket will be cancelled, all rights conferred or evidenced by the relevant Ticket shall be nullified the holder may be refused entry to, or ejected from, the Ground, and no refund will be payable.

6.7 The unauthorised sale or disposal of a Ticket 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 tickets are being sold illegally and will press for charges to be brought against those breaking this law.

6.8 The Club further reserves its right to take any legal or disciplinary action against any appropriate persons as it sees fit in connection with such matters.

7. CHANGES TO DATES AND REFUNDS

7.1 The Club does not guarantee 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.

7.2 In the event of the postponement of a Match before kick-off you will be entitled to free admission to any rearranged Match upon presentation of your Ticket.

7.3 In the event of the abandonment of a Match after kick-off you will be entitled to free admission to any rearranged Match upon presentation of your Ticket.

7.4 In the event that the Club is forced to hold a Match 'behind closed doors' or the postponed or abandoned Match is: (i) not re-arranged; or (ii) a Ticket holder is unable to attend a rearranged Match, Ticket holders shall be entitled to a refund in accordance with the Arsenal Women Ticket Refund Policy.

7.5 Subject to clause 10.1, the Club and/or Ground owner will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel or accommodation costs.

8. LOST OR STOLEN TICKETS

8.1 In order to gain admission to the Ground a Ticket must be presented in its entirety at the Match.

8.2 The Club and/or Ground owner shall not issue any replacement for a lost, stolen or destroyed Ticket.

9. CANCELLATION & WITHDRAWAL OF TICKET

9.1 You will not be able to cancel your order and/or seek a refund for your Tickets once ordered, except in accordance with the Arsenal Women Ticket Refund Policy or in accordance with your rights as a consumer under law (for which please contact your local Citizen's Advice Bureau).

9.2 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 these Terms & Conditions of Entry to cancel and withdraw any Ticket issued to you. In the event of such cancellation no refund will be paid. By way of example, the following circumstances are each considered by the Club to constitute a serious breach of the Terms & Conditions of Entry:

- (a) smoking in any part of the Ground;
- (b) persistent standing in seated areas or gangways whilst the Match is in progress;
- (c) using foul, obscene, abusive, racist language and/or gestures;
- (d) possession of any banner or flag which bears material or slogans which are in the Club's opinion, offensive, obscene, abusive or racist;
- (e) throwing any object which may cause injury or damage to people or property;
- (f) any breach in relation to clauses 5.4 and/or 5.5;
- (g) unauthorised sale or transfer of any Ticket to any person (which shall include an attempt to sell or transfer a Ticket);
- (h) misuse of any Ticket;
- (i) any misrepresentation in relation to clause 4.2;
- (j) the supply of any misleading or incorrect information in any application; and/or any failure to pay or default of payment in respect of any sums owing to the Club (or any other relevant party) in respect of any Ticket.

9.3 In the event that your Ticket is withdrawn or cancelled the Club reserves the right to exclude you from applying for or receiving any future Match ticket at its discretion. Your name, identifying details and/or any photographs of you (including, but not limited to, any material being personal and/or sensitive personal data as defined under the Data Protection Act 1998) may be passed to a club, competition, the police and/or such other appropriate authority as the Club sees fit.

10. EXCLUSION OF LIABILITY

10.1 If the Club fails to comply with these Conditions of Sale and Issue, the Club is responsible for loss or damage you suffer that is a foreseeable result of the Club's breach of these Conditions of Sale and Issue or the Club's negligence, but the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Club's breach or if it was contemplated by you and the Club at the time that you and the Club entered into a contract pursuant to these Conditions of Sale and Issue.

10.2 Subject to clause 10.1, and to the maximum extent permitted by law, the Club and Ground owner hereby exclude any liability for loss, injury or damage to persons/property in or around the Ground.

10.3 Neither the Club nor the Ground owner shall be responsible for any interrupted and/or restricted view of the Match caused by virtue of: (i) the position of the seat; and/or (ii) the action of other spectators.

11. GOVERNING LAW AND OTHER PROVISIONS

11.1 These Conditions of Sale and Issue are governed by English law. This means a contract for the purchase of Tickets through the Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and the Club both agree that the courts of England and Wales will have exclusive jurisdiction.

- 11.2 By purchasing a Ticket through the Site you are consenting to the Club holding and processing data relating to you for legal, administrative and promotional purposes. The Club will process such data in accordance with the Club's privacy policy available on the Website and such data you provide to the Club shall be processed, stored and transferred in accordance with the terms of the privacy policy. By providing this information you consent to such processing and you warrant that all information provided by you is accurate.
- 11.3 No other person shall have any rights to enforce any terms of a contract made between you and the Club pursuant to these Conditions of Sale and Issue.
- 11.4 The Club may transfer its rights and obligations under a contract with you to another organisation, but this will not affect your rights or the Club's obligations under these Conditions of Sale and Issue.
- 11.5 You may only transfer your rights or your obligations under these Conditions of Sale and Issue to another person if the Club agrees in writing.
- 11.6 You do not have a right to cancel Tickets under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and other than as set out in these Conditions of Sale and Issue and the Arsenal Women Ticket Refund Policy, the price of Tickets is non-refundable. However, if you are a consumer you have legal rights if the Club does not comply with its obligations in these Conditions of Sale and Issue 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 Conditions of Sale and Issue will affect these legal rights.
- 11.7 If any part of these Conditions of Sale and Issue is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by the Club to enforce its rights or remedies under these Conditions of Sale and Issue or otherwise shall not be construed as a waiver by the Club of those or any other rights or remedies.
- 11.8 The Club reserves the right to make changes to any of these Conditions of Sale and Issue. Such changes will be notified to you by being put on display at the Ground and on the Site.

12. CONTACT US

- 12.1 If you have any comments, questions or complaints about Tickets purchased on the Site you wish to purchase or have purchased from the Club please contact the Club by email at arsenalwomen@arsenal.co.uk or by post addressed to Arsenal Women, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU or by phone on +44 (0)207 619 5000.

APPENDIX 1 – ARSENAL WOMEN FOOTBALL CLUB’S TICKET REFUND POLICY (MATCH-BY-MATCH ONLY)

When dealing with request for refunds for tickets to its matches the Club will apply the following policy and procedures as amended by the Club from time to time.

Refunds will not be provided in any other circumstances (including, without limitation, where a Ticket holder is ejected from the Ground).

1. Postponement of Match before kick-off

In the event of the postponement of a Match before you have entered the Ground, the Ticket will be valid for the rearranged playing of the Match.

Where a Match is postponed after you have entered the Ground, but before the Match has kicked-off, entry to the Ground for the rearranged playing of the Match shall only be permitted on presentation of the Ticket and subject to compliance with any other arrangements announced by the Club at the time.

A person unable to attend the rearranged playing of the Match shall be entitled to a refund of the face value of Ticket (including any booking fee and related transaction charge). The procedure for obtaining such a refund is set out in paragraph 5 below.

2. Postponement of the Match after kick-off

In the event of the postponement of a Match after kick-off, a person shall be permitted to enter the Ground for the rearranged fixture on the presentation of the Ticket and subject to compliance with any other arrangements announced by the Club at the time.

A person unable to attend the rearranged playing of the Match shall be entitled to a refund, save that the refund shall be: (i) 60% of the face value of the Ticket (including any booking fee and related transaction charge) if the Match is postponed before the commencement of the second half; or (ii) 40% of the face value of the Ticket (including any booking fee and related transaction charge) where the Match is postponed between the commencement of the second half and the completion of the Match. The procedure for obtaining such a refund is set out in paragraph 5 below.

3. Abandonment of a Match (no rearranged playing of the Match)

When a Match is abandoned before kick-off and it is not rearranged, a Ticket holder for that Match shall be entitled to a refund of the Ticket face value (including any booking fee and related transaction charge).

Ticket holders shall be entitled to a refund as follows:

- a) 60% of the face value of the Ticket (including any booking fee and related transaction charge) if a Match is abandoned between kick-off and commencement of the second half;
- b) 50% of the face value of the Ticket (including any booking fee and related transaction charge) if a Match is postponed before the commencement of the second half ; and
- c) 40% of the face value of the Ticket (including any booking fee and related transaction charge) if a Match is postponed between the commencement of the second half and the completion of the Match.

The procedure for obtaining a refund is set out in paragraph 5 below.

4. Match played ‘behind closed doors’

In the event that the Club is subject to an order to play a Match without any spectators present inside the Ground, a person shall be entitled to a refund of the ticket price paid (including any booking fee and related transaction charge). No Ticket holder shall be entitled to entry to the match in such circumstances. The procedure for obtaining such a refund is set out in paragraph 5 below.

5. Procedure for obtaining a refund

If any of the above circumstances apply then the Club will announce the address to send such refunds to, this may be the Club, its agent, the appropriate participating Ground. The Club recommends that all refund applications are sent by registered post to the following address: Arsenal Women FC – Ticketing Refunds, C/O Media and Education Centre, London Colney AL2 1DR. You

must enclose your Ticket when you apply for your refund a refund shall only be made if your Ticket is included with an application. The name and address for each Ticket holder must be supplied in block capitals for a refund to be given. All refunds must be claimed within 28 days of the day of the announcement regarding the claiming of refunds.

Please allow 60 days for a refund to be made. Refunds will only be made to the original purchaser of the Ticket and will be made through the same payment method as the Ticket was originally purchased.

In each of the above circumstances, the Club shall not be liable in any event for any other amounts incurred by the Ticket holder including, for example, but without limitation for any hotel and/or travel expenses.

In this policy, the following terms have the following meanings:

"Club" means The Arsenal Football Club Plc and Arsenal Women Football Club Limited;

"Ground" means the football stadium hosting the Match;

"Match" means any Arsenal Women Football Club football match staged by the Club at the Ground; and

"Ticket" means a printed paper ticket (and/or any rights arising out of or in connection with that paper ticket) for admission to a Match.