

ARSENAL WOMEN SEASON TICKET TERMS AND CONDITIONS
FOR SEASON 2022-2023

1. Application

- 1.1 If you are a consumer, references in these Terms and Conditions to “you” are to the individual purchasing an Arsenal Women Season Ticket 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 Arsenal Women Season Ticket;
 - (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, by 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 Arsenal Women Season Ticket, including admitting you to the Stadium for a particular match, caused by any circumstances outside the Club’s reasonable control including, without limitation (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event; and/or (ii) the exercise of any discretion by the Club in respect of the availability, prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event. 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 Season. Save as provided in the Terms

and Conditions of Entry, 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 availability, 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.

1.5 Notwithstanding any provision in these Terms and Conditions, the Club does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by the Club's negligence or the negligence of any of its officers, employees or agents; or (c) under section 2(3) of the Consumer Protection Act 1987; or (d) for any other matter for which it is not possible to exclude or limit liability by law.

2. Issue of Arsenal Women Season Ticket

2.1 You shall 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.

2.2 On commencement of your Arsenal Women Season Ticket in accordance with paragraph 2.3 below, the Club will activate and/or dispatch your Membership Card (whether in physical or digital format, as the case may be) to you. Alternatively, you may be required to physically collect your Membership Card from the Club's box office, with photographic evidence of your identity.

2.3 Your Arsenal Women Season Ticket shall commence on the date of receipt of the appropriate Fee. Your Arsenal Women Season Ticket is valid for the Season (unless terminated earlier in accordance with these Terms and Conditions), after which it will expire (unless renewed).

3. Use of Arsenal Women Season Ticket

3.1 In order to obtain any Stadium-based membership benefits, you must present a valid Membership Card for inspection by the Club. In particular, your Membership Card must be brought to all the Club's home matches and other events at the Stadium which you are entitled to attend and you must make your Membership Card available for inspection on demand by any steward, security officer or other member of Arsenal or Stadium staff.

3.2 Your Arsenal Women Season Ticket 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 and/or match day ticket to the Club when asked to do so by the Club.

3.3 Any ticket purchased using your Arsenal Women Season Ticket will be recorded electronically; any paper tickets issued shall have your season ticket number printed on it.

3.4 The Club may suspend or cancel your Arsenal Women Season Ticket (and all associated benefits) in the event of any misuse of your Arsenal Women Season Ticket, 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 your Arsenal Women Season Ticket, or any match day ticket purchased using your Arsenal Women Season Ticket, to any other person, in each case save as permitted pursuant to paragraph 3.2 of these Terms and Conditions.

3.5 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.

3.6 Any Arsenal Women Season Ticket holder, acting alone or with others, whose conduct, or incitement of others, results in disciplinary action being taken against the Club by a Football Authority 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 Arsenal Women Season Ticket.

4. **Lost or Stolen Membership Cards**

The Club is not responsible for any Membership Card which is lost, stolen, defaced, damaged or destroyed. If your Membership Card is lost, stolen, defaced, damaged or destroyed, a duplicate Membership Card may be obtained by you, at the Club's discretion, upon payment by you of a non-refundable administration fee of £10.00. 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 Arsenal Women Season Ticket**

5.1 Each Arsenal Women Season Ticket holder shall be entitled to the following benefits during the Season:

(A) attendance at thirteen (13) matches played by the Women's Team during the Season at the Stadium, consisting of: (i) eleven (11) matches in The Barclays FA Women's Super League and (ii) two (2) Relevant Cup Matches to be chosen by the Club in its absolute discretion, (each a "**Season Ticket Match**" and together, the "**Season Ticket Matches**"), and to occupy the seat or, where applicable, safe standing area indicated by the Club in writing to you for such Season Ticket Matches, save that:

(i) if the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, to hold any Behind Closed Doors Matches during the Season as a result of a COVID Event, you will not be entitled to attend any such Behind Closed Doors Matches however you will be entitled to a refund for the relevant match in accordance with the Terms and Conditions of Entry;

(ii) if the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, to hold any Reduced Capacity Matches during the Season as a result of a COVID Event, there is no guarantee that any tickets will be available and/or issued to you in respect of such matches, in which case the Club shall refund you for such matches in accordance with the Terms and Conditions of Entry; and

(B) subject to availability, priority access to ticket sales for all matches played by the Women's Team during the Season at the Stadium which are not Season Ticket Matches (the terms of such priority access, including the time period and number of tickets available for priority purchase, to be determined by the Club in its sole discretion).

5.2 You shall not be able to purchase more than one ticket per Arsenal Women Season Ticket for any match, save as expressly permitted by the Club from time to time.

- 5.3 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 the Stadium (or any other ground or stadium) for any match or matches.
- 5.4 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 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.
- 5.5 Without limitation, the Club reserves the right to:
- (A) 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;
 - (B) (save as otherwise expressly provided in these Terms and Conditions) substitute items or other benefits listed on the Website which are unavailable with similar items of equivalent value as the Club may from time to time decide in its sole discretion; and/or
 - (C) restructure, change and/or withdraw any level and/or type and/or priority of the Arsenal Women Season Ticket scheme and/or the associated benefits from season to season. Purchase of a particular Arsenal Women Season Ticket for one season does not guarantee that such Arsenal Women Season Ticket, any other membership and/or the associated benefits will be available in the following season.
- 5.6 Any tickets purchased, or used in relation to, any Arsenal Women Season Ticket, 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>.
- 5.7 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 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.
- 5.8 The Club reserves the right, in its absolute discretion, to stage any:
- (A) Season Ticket Match(es); and/or
 - (B) matches played by the Women's Team during the Season which are not Season Ticket Matches,
- at Emirates Stadium during the Season.

6. Concessionary Tickets

- 6.1 Concessionary tickets may only be used by persons that qualify for such tickets, as follows:
- (A) "Junior" by persons who will be aged sixteen (16) and under (inclusive) at 31 July in the year that the relevant season commences.

(B) “Senior” by persons who will be aged sixty-five (65) or over (inclusive) at July in the year that the relevant season commences.

6.2 You are not permitted to sell or transfer a concessionary ticket to someone who is not entitled to such concession as set out above. All proven abuses of concessionary tickets will be dealt with severely. If you enter or seek to enter the Stadium with a concessionary ticket in circumstances where you are not entitled to such concession as set out above, you will be refused entry to, or ejected from, the Stadium and will have the relevant Arsenal Women Season Ticket(s) withdrawn. In such case, no refund will be given to you and it may result in criminal prosecution.

7. Suspension or Cancellation of Arsenal Women Season Ticket

7.1 The Club will not tolerate racial, homophobic, sexist or other discriminatory abuse in any form, whether at the Stadium, elsewhere or online. The Club wants the atmosphere at the Stadium to be welcoming to all who attend its games. Any Arsenal Women Season Ticket holder who is caught abusing a player, official or any other individual whether at the Stadium, elsewhere or online will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, their Arsenal Women Season Ticket will be immediately withdrawn and no refund will be given.

7.2 The Club may suspend or cancel your Arsenal Women Season Ticket (and all associated benefits) in the event of you, or any other person occupying a seat purchased using your Arsenal Women Season Ticket, being ejected or banned from the 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).

7.3 In the event of the suspension or cancellation of your Arsenal Women Season Ticket under paragraph 7.1 above, the Club will be under no obligation to refund the Fee paid by you (or any part thereof) in relation to your Arsenal Women Season Ticket and to the maximum extent permitted by law will have no other liability in connection therewith.

7.4 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 Arsenal Women Season Ticket (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.

7.5 In the event that your Arsenal Women Season Ticket is withdrawn or cancelled the Club reserves the right to exclude you from applying for or receiving any future memberships or tickets at its discretion.

8. Right to Cancel

8.1 You do not have a right to cancel your Arsenal Women Season Ticket under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, if you are a consumer you have legal rights if the Club does not comply with its obligations in these Terms and Conditions 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.

9. Contact

- 9.1 The Club can be contacted by email via our [Online Contact Form](#) 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.
- 9.2 You should notify any change of address to the Club using the contact details provided in this paragraph 9.

10. General

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your Arsenal Women Season Ticket 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.
- 10.5 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).
- 10.6 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.

11. 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 and/or you are 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

you are subject and which is relevant to the Club and/or your rights or obligations under these Terms and Conditions (as the case may be).

“Arsenal Women Season Ticket” means your entitlement to the benefits listed at paragraph 5 of these Terms and Conditions.

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

“Club” means Arsenal Women Football Club Limited, a company registered in England and Wales under company number 3013967 and with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU.

“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).

“Fee” means the relevant amount payable on an annual basis by you for your Arsenal Women Season Ticket as detailed in the application form and on the Website.

“Football Authority” means The Football Association, FIFA, UEFA, and/or any other relevant governing body of association football, and **“Football Authorities”** shall be construed accordingly.

“Ground Regulations” means those ground regulations issued by the Club and/or relevant stadium owner (if applicable) from time to time that set out the terms and conditions upon which spectators are granted entry to the relevant Stadium (copies of which are on display at the relevant Stadium and on the Website) including without limitation any guidelines and/or codes of conduct issued by the Club and/or relevant stadium owner (if applicable) from time to time in relation to a COVID Event.

“Membership Card” means any physical or digital membership card issued to you as part of your Arsenal Women Season Ticket and any replacement card, ticket or pass issued or otherwise made available in accordance with paragraph 4 of these Terms and Conditions.

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

“Relevant Cup Match” means, subject to paragraph 5.1(A), a home match in any of the following competitions played by the Women’s Team at the Stadium during the Season: the Vitality Women’s FA Cup (including residual match(es) from the 2020/21 season), the FA Women’s Continental League Cup or the UEFA Women’s Champions League.

“Season” means the 2022-2023 football season ending at the end of the day of the final match of the 2022-2023 football season.

“Season Ticket Match” has the meaning given in paragraph 5.1(A).

“Stadium” means Meadow Park, Borehamwood or such other ground at which Arsenal Women play any of their home matches from time to time, including Emirates Stadium, London N7 7AJ.

“Terms and Conditions” means these terms and conditions governing the Arsenal Women Season Ticket, including the issue and use of the physical or digital entry card, ticket or pass entitling you admission to certain matches played by the Women’s Team at the Stadium in accordance with the relevant Terms and Conditions of Entry. 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 Stadium and through the Website.

“Terms and Conditions of Entry” means the “Arsenal Women Home Ticket Terms and Conditions Season 2022-2023”, the rules and regulations of each Football Authority, and the Ground Regulations, each as may be amended from time to time.

“Website” means the Club’s official website currently located at www.arsenal.com.

“Women’s Team” means the Club’s women’s first XI.