Manchester City Football Club

Away Ticket Terms & Conditions 2013/14

Manchester City Football Club Limited

Away Ticket Terms and Conditions

The following terms and conditions (the "**Away Ticket T&Cs**") apply to all purchases of Tickets (as defined below). Before purchasing a Ticket, please ensure that you have read these Away Ticket T&Cs carefully. By purchasing a Ticket, you acknowledge that you have read, understood and agree to be bound by these Away Ticket T&Cs.

1. Definitions and Interpretation

In these Away Ticket T&Cs the following words and phrases shall have the following meanings (unless stated otherwise):

"**Address**"	the addresses of Purchasers and Guests provided to the Club upon application for the purchase of Tickets, or such other addresses as may be notified by Purchasers or Guests to the Club in accordance with condition 9 below;
"**Away Ground**"	any venue other than the Home Ground (or such other ground to which the Club relocates on a temporary or permanent basis to the extent that the Etihad Stadium is unavailable for use by the Club);
"**Away Ground Terms**"	the Opposing Club and / or Away Ground's terms and conditions, ground regulations and the directives of the Opposing Club, governing body or competition organiser, as applicable;
"**Away Match**"	any Premier League Match or Cup Match or friendly match played by the Team at an Away Ground;
"**Club**"	Manchester City Football Club Limited (company registration number 00040946) whose registered office is at the Home Ground;
"**Conditions of Entry**"	the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the Football League, the Ground Regulations and the Away Ground Terms;
"**Cup Competition"**	each of the League Cup, the FA Cup and the UEFA Competitions (Europa League Cup and Champions League);
"**Cup Match**"	any match in a Cup Competition in which the Team participates during the Season;
"**Entry Materials**"	means paper tickets, access cards and any other documents required for entry to the Away Ground for the relevant Away Match;
"**Force Majeure Event**"	any circumstances outside the reasonable control of the Club including, without limitation, acts or threatened acts of terrorism, strikes, lockouts, industrial disputes or other restraints or stoppages of labour, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule or direction, rules or instructions of any regulatory body (including, without limitation, FIFA, UEFA, The FA, the Premier League and the Football League), inability to obtain supplies,

	inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm;
"**Ground Regulations**"	the ground regulations issued by the Opposing Club or other organiser of the Away Match or owner of the Away Ground from time to time that set out the terms and conditions upon which spectators are granted entry to the Away Ground, copies of which are available on request or otherwise on display at the Away Ground;
"**Guest**"	a natural person who is a guest of a Purchaser and is permitted to use a Ticket bought by a Purchaser in accordance with condition 5 below;
"**Home Ground**"	the Etihad Stadium, Etihad Campus, Manchester, M11 3FF;
"**Loyalty Points**"	loyalty points awarded by the Club to Purchasers under the Club's loyalty point scheme in place from time to time;
"**MCFC Fans**"	supporters of the Club;
"**MCFC Section**"	the section of the Away Ground which is designated for use by MCFC Fans from time to time at each Away Match;
"**Opposing Club**"	the football club playing against the Team in the relevant Away Match;
"**Premier League Match**"	any match played by the Team in the Barclays English Premier League during the Season;
"**Purchaser**"	a person purchasing any number of Tickets;
"**Season**"	1 June 2013 to 31 May 2014;
"**Team**"	the Club's men's first team squad;
"**Ticket**"	a ticket for any number of seats in the MCFC Section at an Away Match;
"**Website**"	the Club's website found at the URL www.mcfc.co.uk.

2. Purchase and Payment

2.1. The Club may offer Tickets for sale to MCFC Fans during the Season (subject to availability). Tickets are sold subject to:

a. the sales criteria applicable to each Away Match which shall be published on the Website in advance of each Away Match;
b. these Away Ticket T&Cs;
c. the Away Ground Terms; and
d. any other terms and conditions communicated to the Purchaser prior to their purchase.

By applying to the Club to purchase one or a number of Tickets and / or using Entry Materials to gain entry to an Away Ground you hereby warrant and represent that you are a MCFC Fan, that you satisfy the relevant sales criteria and that you agree to adhere to the Away Ticket T&Cs and the Away Ground Terms.

2.2. By applying to purchase one or a number of Tickets, you are making an offer to the Club. A contract for the supply of a Ticket and any associated benefits shall be created when the required payment has been received (which, for

the avoidance of doubt, means when cleared funds are received) by the Club and the Club has sent out your Entry Materials.

2.3. Purchasers may purchase Tickets by using any of the following purchase methods:

a. via the Website;
b. over the telephone by calling 0161 444 1894*; or
c. in person at the ticket office at the Home Ground.

***** a booking fee of £2.50 (including VAT) will apply to the purchase of each individual Ticket which is purchased by telephone.

2.4. The price payable for each Ticket shall be as set out on the Website or as otherwise notified by the Club from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT. We take all reasonable care to ensure that the prices of Tickets are correct at the time of publishing. If, however, we discover an error in the published price of any Ticket(s), we will contact any Purchaser who has already purchased any incorrectly priced Ticket(s) and such a Purchaser shall have the option to either cancel their purchase in exchange for a full refund or confirm their purchase at the correct price (any additional sums due to the Club or partial refund due to the Purchaser to be paid as soon as is reasonably possible).

2.5. The sale of Tickets is subject to the Purchaser providing the Club with full payment of the relevant price at the time of booking. Purchasers who provide the Club with debit or credit card payment details authorise the Club to use those details to fulfil payment of the price and other fees attributable to the relevant Ticket(s).

2.6. The Club only accepts payments made by:

a. cheque made payable to "Manchester City Football Club Limited" (for Tickets purchased at the ticket office only);
b. cash in pound sterling (for Tickets purchased at the ticket office only);
c. valid credit card;
d. valid Visa debit card; or
e. valid Mastercard debit card.

2.7. If the payment method or details are declined when the Club attempts to retrieve payment for any Tickets or any other associated fees:

a. the Club will use reasonable endeavours to contact the Purchaser (using the contact details provided by the Purchaser to the Club in their application) to arrange payment;
b. the purchase of the Tickets may be cancelled if the Club is not successful in contacting the Purchaser having made reasonable attempts to do so and the Purchaser has not contacted the Club; and
c. the Purchaser will be liable to the Club for any bank, other administrative charges and / or expenses incurred by the Club as a result of the failed payment.

2.8. The Club always tries to ensure that pricing and ticketing information provided by the Club (including, but not limited to, via the Website, on any literature or by a sales representative) is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to any Ticket which has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Club will then provide the Purchaser with the option of reconfirming the order at the correct price/product description or cancelling the order. If the Club is unable to contact the Purchaser having

made reasonable attempts to do so, the Club will treat the order as cancelled. If the order is cancelled or treated as cancelled, the Club will provide a full refund to the Purchaser using the payment details provided (including any booking fees incurred). If valid payment details have not been provided, no further action will be taken by the Club. If original payment was provided by cheque, a cheque for the requisite amount will be sent by the Club to the Purchaser's Address as soon as reasonably practicable.

2.9. Subject to condition 2.10, a Purchaser shall not be entitled to cancel or change their Ticket(s).

2.10. The Club will provide a full refund (including as regards any booking fee) in respect of any Ticket which is cancelled / returned no later than 7 days before the date of the relevant Away Match. A refund will only be issued on production of satisfactory identification that the individual requesting the refund is the Purchaser

3. <u>Dispatch of Entry Materials</u>

Entry Materials shall be sent to Purchasers once an application to purchase Tickets has been accepted and full cleared payment has been received by the Club and the Entry Materials have been received by the Club from the Opposing Club / organiser of the Away Match. The Club shall not have any liability to any Purchaser or Guest for any non-delivery or late delivery of any Entry Materials, documents or other materials (including cheques issued under condition 2.8) resulting from the actions, omissions, malfunctions or interruptions of any postal services, the Opposing Team or the organiser of the Away Match or resulting from incomplete or inaccurate personal details or Addresses provided to the Club. Should any such items purchased not arrive in the post before seven (7) days before the relevant Match, the Purchaser should contact the Club immediately.

4. <u>Lost, stolen and damaged Tickets / Entry Materials</u>

4.1. In order to gain admission to the Away Ground, the Entry Materials must be presented in their entirety. The organiser of the Away Match and / or the Opposing Club shall not be obliged to admit any Purchaser or Guest who forgets his/her Entry Materials in respect of any Away Match nor shall it be obliged to issue any other form of Ticket or Entry Materials for that Away Match.

4.2. Neither the Club, the Opposing Club nor any other organiser of the Away Match shall be responsible for any Entry Materials / Tickets which are lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Entry Materials / Tickets or ticket may be provided to the Purchaser at the absolute discretion of the party who issued the Entry Materials, and may be subject to a reasonable non-refundable administration fee to be paid by the Purchaser or Guest prior to the issue of each duplicate Entry Materials / Tickets.

4.3. For the purposes of condition 4.2 above, whether Entry Materials / Tickets are damaged, defaced or destroyed will be determined by the party who issued the Entry Materials / Tickets acting reasonably in its sole discretion. Purchasers and their Guests are advised to read any care information stated on Entry Materials (including but not limited to instructions advising against creasing, bending, folding, stapling or washing Entry Materials) and neither the Club, the Opposing Club or any other organiser of the relevant Away Match accept any liability for any damage to any Entry Materials caused by a failure to comply with such care instructions communicated to the Purchaser / Guest.

5. <u>Transfer of Tickets and Cessation of Rights</u>

5.1. Subject to conditions 5.2 and 5.3 below, each Ticket is issued for the sole use of the Purchaser and Purchasers shall not sell, assign or transfer their Tickets to any other person without the prior written consent of the Club. The reference to selling a Ticket includes offering to sell a Ticket (including, without limitation, via any online

auction website), exposing a Ticket for sale, making a Ticket available for sale by another and advertising that a Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Ticket may not be offered as a prize in any promotion or competition; transferred, lent or sold to any third party as part of a hospitality or travel package; given to a third party who agrees to buy some other goods or services; or used for any other commercial purpose (all save as expressly authorised by the Premier League, Football Association, Football League, FIFA, UEFA, the Club, the Opposing Club or any other organiser of the relevant Away Match, as applicable).

5.2. If a Purchaser purchases a Ticket on behalf of a Guest, the transfer of the Ticket to that Guest will be subject to the following conditions:

a. such transfer must not be made in the course of business or for the purpose of facilitating any third party's business;
b. the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket;
c. the Purchaser must purchase and retain a Ticket for his own personal use;
d. the Purchaser must notify the Club in writing of the personal contact details (including the Address) of the Guest; and
e. such transfer must not breach condition 2.1 above.

The Guest shall adhere to and be bound by these Away Ticket T&Cs, and the Conditions of Entry and it is the responsibility of the Purchaser to inform the Guest of these requirements.

5.3. Tickets are for the use of the Purchaser / Guest for which they were bought only and are not transferable, save that, if a Purchaser is unable to attend an Away Match that Purchaser may allow a Guest to use their Ticket for the purpose of allowing that Guest to attend such Away Match provided that:

a. such transfer must not be made in the course of business or for the purpose of facilitating any third party's business;
b. the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket; and
c. such transfer must not breach condition 2.1 above.

The Guest shall adhere to these Away Ticket T&Cs and the Conditions of Entry which shall bind the Guest as if they were the original intended user of that Ticket. It is the responsibility of the Purchaser of the Ticket to inform the Guest that they shall be subject to the same.

5.4. Subject to conditions 5.2 and 5.3 above, all rights with respect to Tickets are personal to the Purchaser / Guest and shall cease upon the death of the Purchaser / Guest.

5.5. Purchasers shall provide their name and address and those of any Guest(s) when asked to do so by any official, steward or employee of the Opposing Club and / or any organiser of the Away Match and / or any police officer.

6. <u>Exclusion of Liability</u>

6.1. The Club, Opposing Club and any organiser of any Away Match are unable to give any guarantees that any particular Away Match will take place at a particular time or on a particular date and reserve the right to reschedule any Away Match without notice and without any liability whatsoever. In the event of the postponement or abandonment of an Away Match, the relevant policy of the Opposing Club / organiser of the Away Match shall apply.

6.2. The Club expressly excludes all liability resulting from:

a. any failure or delay by the Club in carrying out any of its obligations under these Away Ticket T&Cs which is caused by circumstances outside of the Club's reasonable control;

b. the alteration of the dates and times of Away Matches;

c. the abandonment, postponement or cancellation of Away Matches; and

d. restrictions to the view of the Away Match caused by virtue of the actions of other spectators.

6.3. The Club shall have no liability whatsoever to any Purchaser / Guest for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

6.4. For the avoidance of doubt, nothing in these Away Ticket T&Cs shall exclude or limit the Club's liability for:

a. death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or

b. any other conduct for which liability may not be excluded or limited as a matter of English law.

7. <u>Entry into the Ground</u>

7.1. Entry into the Away Ground is subject always to the Conditions of Entry. By purchasing and/or accepting and/or holding a Ticket and/or using Entry Materials you:

a. certify that you have read, understood and accepted the Conditions of Entry;

b. agree to be bound by and to comply with the Conditions of Entry; and

c. agree to bring to the attention of others, as required above, the Conditions of Entry.

7.2. A Ticket permits the holder to occupy the seat indicated on the Entry Materials at the relevant Away Match, or such other alternative seat as may, from time to time, be allocated under the relocation policy of the issuer of the Ticket.

7.3. Any person attempting to enter or having entered the Away Ground with a concessionary priced Ticket / Entry Materials must meet the criteria applicable to such a concession Ticket.

7.4. Purchasers and Guests agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club into disrepute.

7.5. The Club does not tolerate homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other). Any Purchaser or Guest who is found or is reported to be abusing any football player, supporter, member of staff or any other individual in or around the Away Ground will face arrest and prosecution by the police.

7.6. The Club reserves the right, at its absolute discretion, to refuse a Purchaser / Guest entry to the Home Ground or to ban (for a period of time determined by the Club) a Purchaser / Guest if:

a. the Purchaser / Guest (or any person in possession of the relevant Entry Materials) breaches any of these Away Ticket T&Cs or the Conditions of Entry (or the Club has reasonable grounds to suspect such a breach); or

b. the Purchaser / Guest is prohibited (by law or otherwise) from attending the Home Ground, the Away Ground or any other sporting venue anywhere in the world; or

c. the Purchaser / Guest (or any person in possession of the relevant Entry Materials) engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in conditions 7.5 and the prohibited behaviour listed in the Ground Regulations) in or around the Away Ground or any other sporting venue anywhere in the world.

7.7. The Club will not be obliged to make any refund to any Purchaser or Guest in respect of any ejection from or refusal of entry to the Away Ground.

7.8. In the event that any Tickets / Entry Materials are withdrawn or cancelled, the Club reserves the right to exclude the relevant Purchaser / Guest from applying to purchase / use any future Tickets or home match tickets and to notify FIFA, UEFA, the Football Association, the Premier League, the Football League and / or any other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

7.9. The Club reserves the right to revoke any Loyalty Points acquired by and to exclude from participation in any Club membership scheme any Purchaser / Guest if that Purchaser / Guest is ejected, refused entry or banned from purchasing Tickets or if the Purchaser / Guest is refused admission or banned from any Away Ground or any other sporting venue anywhere in the world.

7.10. Purchasers / Guests shall not offer or distribute (either free or for sale by any person) within the Away Ground any consumer article or commercial product of any nature.

8. <u>Dress Code</u>

8.1. Save for football-related clothing worn in good faith (in accordance with condition 2.1 above), Purchasers and Guests shall not bring into, use or display within any Away Ground any sponsorship, promotional or marketing materials.

8.2. All holders of Tickets / Entry Materials must adhere to any relevant dress code in place at the Away Ground when attending the Away Ground. Any attempt to gain access to the MCFC Section wearing or carrying apparel (including without limitation hats and/or scarves) that demonstrates support for a team other than the Club, may result in admission being refused or you being ejected from the Away Ground without offer of refund or alternative seating.

9. <u>Change of Details</u>

9.1. Purchasers / Guests should promptly notify the Club of any change of details (including, without limitation, changes to payment details and / or Addresses) by:

a. telephoning the Club and asking for 'Supporter Services';
b. visiting the Club ticket office in person;
c. writing to the Club, for the attention of 'Supporter Services', quoting the relevant membership number; or
d. e-mail to the Club at supporterservices@mcfc.co.uk.

Any change of Address must be notified to the Club in writing and Purchasers / Guests may be required to provide the Club with proof of identity and Address to the Club's satisfaction when details are changed under this condition 9.1.

10. <u>Ticket Touting</u>

10.1. The unauthorised sale or disposal of a Ticket / Entry Materials 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 as soon as it becomes aware that Tickets / Entry Materials or tickets are being or have been sold in contravention of this law.

10.2. If a Purchaser or Guest is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that a Purchaser or Guest has committed a ticket touting offence anywhere in the world, the Club may notify the Premier League who in turn may notify other Premier League clubs and/or the relevant law enforcement authorities. The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches.

10.3. If a Purchaser / Guest suspects that ticket touting is taking place in or around the Away Ground, the Club requests that they promptly report their suspicions to the Club or the Opposing Club and the police.

11. Data Protection

Each Purchaser and Guest acknowledges and agrees that the personal data provided by the Purchaser to the Club in the purchase of Tickets shall be collected, stored and used by the Club in accordance with the Data Protection Act 1998 and the Club's Privacy Policy (available on the Website at www.mcfc.co.uk/common/privacy).

12. Entire Agreement

These Away Ticket T&Cs (as defined in section 1) comprise the entire agreement between the Club and the Purchaser / Guest in relation to the purchase of Tickets and all ancillary benefits.

13. Severability and Amendments

13.1. The Club reserves the right to make amendments to these Away Ticket T&Cs from time to time, provided that the amendments shall not result in any Purchaser receiving any less than the same or substantially similar benefits to those that the Purchaser was entitled to receive prior to such amendments. Up to date versions of the Away Ticket T&Cs will be made available as soon as practicable on the Website, and hard copies will be available from the Club upon request.

13.2. In the event that any condition(s) of these Away Ticket T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Away Ticket T&Cs shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.

13.3. The Club reserves the right to alter the Loyalty Point scheme (including, without limitation, the number of Loyalty Points awarded for purchases) from time to time in its absolute discretion.

14. Waiver

The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Away Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.

15. Governing Law

These Away Ticket T&Cs and any dispute arising thereof (contractual or non-contractual) shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.