



**LEICESTER CITY FOOTBALL CLUB LIMITED (“Club”)**

**AWAY MATCH TICKET 2017-18**

**(Leicester City Fans at Away Matches)**

**CONDITIONS OF ISSUE**

## **1. Purchase and Issue of Away Match Tickets**

- 1.1. The Club may offer Away Match Tickets for sale to Leicester City 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 Club website in advance of each Away Match;
  - b) the Host Club Ticket Terms and Conditions;
  - c) the Host Stadium Regulations;
  - d) these Conditions of Issue; and
  - e) any other terms and conditions communicated to the purchaser prior to their purchase.

By applying to purchase one or a number of Away Match Tickets and/or using Away Match Tickets to gain entry to a Host Stadium, you hereby warrant and represent that you are a Leicester City fan, that you satisfy the relevant sales criteria and that you agree to adhere to the Host Club Ticket Terms and Conditions and the Host Stadium Regulations. When a Season Card holder purchases an Away Match Ticket, it must be in the same classification/level as their Season Card.

- 1.2. The Club sells Away Match Tickets to Leicester City fans as a representative for the Host Club. Payments for the Away Match Tickets are to be made directly to the Club however payments these shall be forwarded on by the Club to the Host Club.
- 1.3. Away Match Tickets 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 Away Match Tickets have been received by the Club from the Host 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 Away Match Ticket documents or other materials resulting from the actions, omissions, malfunctions or interruptions of any postal services, the Host Club 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 seven (7) days before the relevant Away Match, the purchaser should contact the Club immediately.
- 1.4. Purchasers may (at the Club's absolute discretion) be required to collect Away Match Tickets at a nominated collection point in the away destination. The details and conditions of Away Match Ticket collection shall be communicated in the sales criteria published on the official website and/or to the purchaser. Where the purchaser is required to collect in destination, any points will not be awarded until after collection of the Away Match Tickets in destination.
- 1.5. Purchasers may purchase Away Match Tickets by using any of the following purchase methods:
- a) via the official website;
  - b) over the telephone by calling 0344 815 5000 (option 1); or
  - c) in person at the FanStore at the Stadium.
- 1.6. Supporters with a disability are unable to purchase Away Match Tickets via the official Club website. Those who meet the qualifying criteria specific to each Away Match and who wish to purchase an Away Match Ticket should call the Disability Ticket Line on 0344 815 5000 (option 1) or visit the FanStore at the Stadium in person. Where a supporter with a disability who has purchased an Away Match Ticket requires a personal assistant or carer to accompany them, the personal assistant/carers of said supporter with a disability shall only receive a seat free of charge subject to the Host Club Ticket Terms and Conditions and Host Stadium Regulations (subject to availability and the provisions of supporting medical evidence). Should the limited allocation of tickets for supporters with a disability provided by the Host Club, have sold out at the time of purchase, the Club may still be able to provide the supporter with a disability and his/her personal assistant/carers with Away Match Ticket(s) (subject to availability and the provision of supporting medical evidence); the Club however cannot guarantee the suitability of the seat.

- 1.7. The price payable for each Away Match 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. The Club takes all reasonable care to ensure that the prices of Away Match Tickets are correct at the time of publishing. If, however, an error is discovered in the published price of any Ticket(s), the Club will contact any purchaser who has already purchased any incorrectly priced Away Match 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).
- 1.8. The sale of Away Match 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 Away Match Ticket(s).
- 1.9. The issue of an Away Match Ticket and subsequent access to the Host Stadium is subject to the Terms and Conditions of Entry.
- 1.10. Away Match Tickets issued under these Conditions of Issue are for the use of Club supporters and neutral supporters only. By applying for an Away Match Ticket and/or using the same, you hereby warrant and represent that you are a Club supporter and/or that you are not a Host Club supporter.
- 1.11. It is the responsibility of the Away Match Ticket holder to ascertain the date and kick-off time of all Away Matches, including re-arranged/postponed Away Matches. Persistent standing could lead to ejection from the Host Stadium. Any supporters found guilty of any racial, homophobic, discriminatory or sectarian abuse or behaviour in any form (whether physical, verbal or other) will face arrest and prosecution by the police and will be subject to a life-time ban from future Club fixtures.

## **2. Admission to the Host Stadium**

- 2.1. By purchasing and/or accepting and/or holding an Away Match Ticket and/or using an Away Match Ticket to gain access to the Host Stadium, you:
  - a) certify that you that you have read, understood and accepted;
  - b) agree to be bound by and to comply with; and
  - c) agree to bring to the attention of others, as required below;the Terms and Conditions of Entry.
- 2.2. An Away Match Ticket permits you to occupy the seat indicated on the Away Match Ticket or such other alternative seat of equivalent value as the Club may allocate to you at its reasonable discretion. All access to the Host Stadium pursuant to an Away Match Ticket shall be for the purposes of private enjoyment of the Away Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 2.3. Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Away Match ticket in any subsequent Away Match or season.
- 2.4. Save as set out in Condition 2.5 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Away Match, any players or other persons present at the Host Stadium, nor may you bring into the Host Stadium or use within the Host Stadium (or provide to, facilitate or otherwise assist another person to use within the Host Stadium) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the Premier League and/or the Club and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the Premier League, including by way of present assignment of future copyright pursuant to Section 91 of the Copyright Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Premier League) to promptly execute all instruments and do

all things necessary to vest the right, title and interest in such rights to the Premier League absolutely and with full title guarantee.

- 2.5. Mobile telephones and other mobile devices are permitted within the Host Stadium PROVIDED THAT:
- a) they are used for personal and private use only (which for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing or any other communication of any Material for any commercial purposes); and
  - b) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile device may be published nor otherwise made available to any third parties including without limitation, via social networking sites.
- 2.6. Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear or display within the Host Stadium any sponsorship, promotional or marketing materials. All holders of Away Match Tickets must adhere to any relevant dress code in place at the Host Stadium when attending an Away Match.
- 2.7. You shall not offer or distribute (either free or for sale by any person) within the Host Stadium any consumer article or commercial product of any nature. For the avoidance of doubt, this Condition shall not prevent the lawful distribution of text publications in any format which do not infringe Condition 2.6 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 2.8. Without prejudice to the representation set out in Condition 1.1 above, and in light of the Away Match Ticket holders being grouped together in designated areas, any attempt to gain access to the Host Stadium wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Host Club or any Club other than the Club, may result in admission being refused or you being ejected from the Host Stadium; in such circumstances no refund or alternative seat will be offered.
- 2.9. 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.

### **3. Use of Away Match Ticket**

- 3.1. Subject to Condition 3.3 below, the Away Match Ticket is issued for your sole use and you shall not sell, dispose of, assign, transfer or otherwise deal with the Away Match Ticket or the benefit of it to any other person without the prior written consent of the Club and/or the Host Club. Further you shall not use the Away Match Ticket for any commercial purpose. The reference to selling the Away Match Ticket includes:
- a) offering to sell an Away Match Ticket (including, without limitation, via any website or online auction site);
  - b) exposing an Away Match Ticket for sale;
  - c) making an Away Match Ticket available for sale by another person;
  - d) advertising that an Away Match Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that this Away Match Ticket may not be offered as a prize in any promotion or competition;
  - e) transferring, lending or selling an Away Match Ticket to any third party as part of a hospitality or travel package; and
  - f) giving (or offering to give) an Away Match Ticket to a person who pays or agrees to pay for some other goods or services (or offers to do so);

all save as expressly authorised by the Premier League or the Host Club.

- 3.2. The unauthorised sale or disposal of an Away Match Ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that an Away Match Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking this law. If you are convicted of a ticket touting offence or we reasonably suspect you have committed such an offence, we will notify the Premier League who may in turn notify other football clubs, event holders and/or the relevant law enforcement authorities. The information that we share may include your personal data, 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.
- 3.3. In the event that you are unable to use any Away Match Ticket then you may only transfer that Away Match Ticket(s) subject to the Host Club Ticket Terms and Conditions.
- 3.4. The Away Match Ticket will remain the property of the Host 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 Host Club or any police officer. The Host Club reserves the right to require the immediate return of the Away Match Ticket at any time.
- 3.5. Any Away Match Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Away Match Ticket shall be nullified. Any person seeking to use an Away Match Ticket in breach of the Terms and Conditions of Entry in order to gain entry to the Host Stadium or remain at an Away Match will be considered to be a trespasser and may be refused entry to, or ejected from, the Host Stadium in respect of a particular Away Match and/or may have his/her Away Match Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this Condition 3.5, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including imposing a ban on such supporter from the Stadium for future home matches and the removal of any further right or ability to purchase either home match tickets or Away Match Tickets.
- 3.6. If a purchaser or Guest suspects that ticket touting is taking place in or around the Host Stadium, the Club requests that they promptly report their suspicions to the Host Club and to the police.

#### **4. Changes to Dates, No Refunds or Exchanges**

- 4.1. No guarantees can be given by the Club that the Away Match will take place at a particular time or on a particular date. Subject to Condition 4.2 below, the Club and/or the Host Club reserves the right to reschedule any Away Match without notice and without any liability whatsoever. No refunds shall be payable by the Club for any Away Match Tickets purchased through the Club.
- 4.2. Away Match Tickets are non-refundable and non-transferable. Refunds will only be considered in exceptional circumstances and any refunds will be solely at the Club's and/or the Host Club's discretion. In all cases, the Club's and/or the Host Club's decision is final. Where Away Match Tickets are purchased from a seller (and not the Club) via the Club's "Ticket Exchange", the Club shall not be liable for any refunds or Away Match Tickets purchased under any circumstances.
- 4.3. Supporters/Season Card holders who are a part of the Away Priority Scheme must refer to the Away Priority Scheme Terms and Conditions.

#### **5. Lost or Stolen Away Match Tickets**

- 5.1. In order to gain admission to the Host Stadium, the Away Match Ticket must be presented in its entirety at the Away Match.
- 5.2. The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Away Match Ticket.

#### **6. Cancellation and Withdrawal of Away Match Ticket**

- 6.1. Without prejudice to any other remedies it may have, the Club shall have the right, at its absolute discretion, in the case of any serious or persistent breach of the Terms and Conditions of Entry to cancel and withdraw any Away Match Ticket issued to a purchaser. In the event of such cancellation no

refund will be paid. Without prejudice to the general nature of the above, the following actions shall constitute serious breach of the Terms and Conditions of Entry:

- 6.1.1. smoking in designated non-smoking areas;
  - 6.1.2. being (or appearing to be) drunk or intoxicated;
  - 6.1.3. persistent standing in seated areas whilst the Away Match is in progress;
  - 6.1.4. the sale or transfer (save as permitted) of an Away Match Ticket to any person;
  - 6.1.5. the deliberate misuse of an Away Match Ticket;
  - 6.1.6. any misrepresentation in relation to Condition 1.2 above;
  - 6.1.7. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - 6.1.8. the throwing of any object within the Host Stadium that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
  - 6.1.9. whether at the Host Stadium, or, travelling to an Away Match:
    - 6.1.9.1. the use of foul, obscene, abusive and/or racist language and/or gestures;
    - 6.1.9.2. the chanting of anything of an indecent or racist nature;
    - 6.1.9.3. fighting, or engaging in and/or inciting violence;
  - 6.1.10. bringing any of the following into the Host Stadium (or using them within the Host Stadium): illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
  - 6.1.11. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
  - 6.1.12. the supply of any misleading or incorrect information in any application;
  - 6.1.13. any breach of Conditions 2.3, 2.4 or 2.5 above; and
  - 6.1.14. any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Away Match Ticket.
- 6.2. If an Away Match Ticket holder is not 18 years old or over, his/her parent(s) and/or guardian(s) are responsible for their actions, conduct and compliance with the Terms and Conditions of Entry.
  - 6.3. In the event that your Away Match Ticket is withdrawn or cancelled, the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying for any Home Match ticket, Away Match ticket or Season Card at its discretion, and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

## **7. Filming, photography and taping**

- 7.1. All Away Match Ticket holders who enter the Host Stadium acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Host Club, the Premier League, or others (including commercial partners and accredited media organisations), and use of an Away Match Ticket to enter the Host Stadium constitutes consent to such use.

- 7.2 Further to Condition 7.1 above, if such person is under 18 years of age, either (i) the parent, guardian or responsible adult who is accompanying them into the Stadium shall be deemed to have provided consent on their behalf, or (ii) to the extent that such person is not accompanied by a parent, guardian or responsible adult, by that person entering the Stadium, that person's parent or guardian shall be deemed to have provided consent on their behalf, subject to the Club's Safeguarding Policy which is available on the official Club website.
- 7.3 All Away Match Ticket holders agree that the matches for which Away Match Tickets have been purchased are public, and that their appearance and actions inside and in the perimeter of the Host Stadium where an Away Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Away Matches.

## **8. Exclusion of Liability**

- 8.1. The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Host Stadium except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- 8.2. Neither the Premier League nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Away Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 8.3. 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 Conditions of Issue;
  - b) the alteration of the dates and times of Away Matches; and
  - c) the abandonment, postponement or cancellation of Away Matches.
- 8.4. The Club shall have no liability whatsoever to any purchaser and/or Guest for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

## **9. General**

- 9.1. The Club reserves the right to change these Conditions of Issue from time to time, and shall notify you of such changes if they materially affect your rights as a consumer.
- 9.2. You consent to the Club holding and processing data relating to you for administrative and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available at [www.lcfc.com](http://www.lcfc.com).
- 9.3. The invalidity or partial invalidity of any provision of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 9.4. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Conditions of Issue or by law shall not constitute a waiver of that right, power or remedy.
- 9.5. The Terms and Conditions of Entry constitute the entire agreement between the Club and the Away Match Ticket holder and neither the Club nor the Away Match Ticket holder shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Terms and Conditions of Entry which is not set out therein.
- 9.6. If there is any conflict, ambiguity or inconsistency between any provision of these Conditions of Issue and any provision of the Host Stadium Regulations, the relevant provision of these Conditions of Issue shall take precedence.
- 9.7. Notwithstanding any other provision in these Conditions of Issue and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of

Third Parties) Act 1999 to rely on or enforce any term of these Conditions of Issue. Nothing in these Conditions of Issue shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

- 9.8. These Conditions of Issue and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Conditions of Issue (including in relation to any non-contractual disputes or claims).
- 9.9. In the event of any conflict between these Conditions of Issue and the Host Club Ticket Terms and Conditions, the terms of the latter shall prevail.

## 10. Definitions

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

**"Host Club Ticket Terms and Conditions"** means the terms and conditions of issue of Away Match Tickets as determined published by the Host Club;

**"Away Match Ticket"** means a printed paper ticket or any other form of ticket (and/or any rights arising out of or in connection with any of the foregoing) for admission to the Away Match;

**"Host Stadium"** means the football stadium and all other locations owned, occupied or utilised by the Host Club at which the Away Match is held;

**"Host Stadium Regulations"** means those ground regulations issued by the Host Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Host Stadium;

**"Football Authority"** means each of the Premier League, The Football League, The Football Association, FIFA, UEFA and other relevant governing body of association football;

**"Guest"** means a relative, friend, colleague and/or companion to a supporter with a disability who would be entitled to purchase an Away Match Ticket under the Terms & Conditions of Entry;

**"Away Match"** means that Premier League football match in which the Club participates and that takes place at the Host Stadium during Season 2017-2018 as designated upon the ticket to which these Conditions of Issue apply;

**"Material"** means any audio, visual or audio-visual material or any information or data;

**"Terms and Conditions of Entry"** means each of the rules and regulations of any Football Authority; the Host Stadium Regulations; any Host Club Ticket Terms and Conditions; and these Conditions of Issue;

**"Host Club"** means the football club playing against the Club at the Host Stadium;

**"Club"** means Leicester City Football Club;