



# **Manchester City**

# **Seasoncard 2019/20**

# **Terms & Conditions**



### Contents and Application

A holder of a Manchester City Football Club Seasoncard is subject to the following terms and conditions (together the “**Seasoncard T&Cs**”) to the extent they apply to you:

<b>Terms and Conditions</b>	<b>Do they apply to you?</b>	<b>Relevant Section of these Seasoncard T&amp;Cs</b>
General Terms and Conditions (“ <b>General T&amp;Cs</b> ”)	All Seasoncard Holders	Part 1
Seasoncard Benefits	All Seasoncard Holders	Part 2
Cup Scheme Terms and Conditions (“ <b>Cup T&amp;Cs</b> ”)	If you have elected to join the Cup Scheme	Part 3
Direct Debit Terms and Conditions (“ <b>Direct Debit T&amp;Cs</b> ”)	If you have elected to join the Direct Debit Scheme	Part 4
Metrolink Matchday Season Ticket Terms and Conditions (“ <b>MMST T&amp;Cs</b> ”)	If you have elected to purchase a Metrolink matchday season ticket	Part 5
Car Parking Terms and Conditions (“ <b>Car Park T&amp;Cs</b> ”)	If you have elected to purchase a Car Park Pass	Part 6
Ticket Exchange Terms and Conditions (“ <b>Ticket Exchange T&amp;Cs</b> ”)	If you wish to sell tickets through the Club’s Ticket Exchange	Part 7
Disabled Supporters - Additional Terms and Conditions	If you are a Disabled Supporter	Part 8

Before purchasing a Seasoncard, please ensure that you have read the sections of these Seasoncard T&Cs which are applicable to you carefully. **By purchasing a Seasoncard, you acknowledge that you have read, understood and agree to be bound by the Seasoncard T&Cs.**

In each Part of these Seasoncard T&Cs, references to clause(s) are references to clause(s) in that Part of the Seasoncard T&Cs unless otherwise stated.



## **Part 1 - General Terms and Conditions**

### **1. Definitions and Interpretation**

In these General T&Cs and throughout the Seasoncard T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

<b>“Away Match”</b>	a Match not held at the Ground;
<b>"Away Ground Terms"</b>	has the meaning specified in this Part 1, clause 6.2;
<b>“City Family Group Programme”</b>	a programme offered by the Club which allows a Seasoncard Holder to relocate the Seasoncard of a family member or friend that is registered in the same “City Family Group”;
<b>“Cityzens Matchday Membership”</b>	a 12-month rolling Cityzens add-on product offering a range of matchday and retail benefits (such scheme is distinct from the Cityzens Free Registration and Cityzens Box Membership scheme);
<b>“Cityzens Membership Programme”</b>	the Club’s official membership scheme from time to time;
<b>“Club”</b>	Manchester City Football Club Limited;
<b>“Concession”</b>	a reduced rate Seasoncard available to a Seasoncard Holder (excluding purchasers of a Value Seasoncard) who falls into one of the concessionary categories set out in clause 3.1 (and <b>“Concessionary”</b> shall be construed accordingly);
<b>“Conditions of Entry”</b>	means the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the Football League, and the Ground Regulations;
<b>“Cup Competition”</b>	each of the League Cup, the FA Cup and the UEFA Competitions;
<b>“Cup Match”</b>	any match in a Cup Competition in which the Club’s first team squad participates during the Season;
<b>“Cup Scheme”</b>	the scheme by which Seasoncard Holders (excluding Superbia Seasoncard Holders) may supplement their Seasoncard Benefits to include entitlement to attendance at Cup Matches at the Ground, as further described in the Cup T&Cs at Part 3;
<b>“Cup Scheme Seasoncard Holders”</b>	eligible Seasoncard Holders who join the Cup Scheme;
<b>“Direct Debit Scheme”</b>	the scheme by which eligible Seasoncard Holders may finance their Seasoncard and/or Metrolink Matchday Season Tickets and/or Seasonal Car Park Pass, as further described in the Direct Debit T&Cs at Part 4;
<b>“Disabled Supporter”</b>	any supporter of the Club who has a physical or mental impairment that has a ‘substantial’ and ‘long-term’ negative effect on their ability to do normal daily activities;
<b>“Domestic Cup Match”</b>	any match in the League Cup and FA Cup competitions in which the Club’s first team squad participates during the Season;
<b>“Entry Materials”</b>	Paper Hanger, Seasoncard and / or ticket (as appropriate);



<b>“Event”</b>	any event held at the Ground which is not a Match;
<b>“Ground”</b>	the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
<b>“Ground Regulations”</b>	the ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available at <a href="https://www.mancity.com/ticket-information/terms-and-conditions">https://www.mancity.com/ticket-information/terms-and-conditions</a> ;
<b>“Guest”</b>	has the meaning specified in this Part 1, clause 7.2(b);
<b>“Family Stand”</b>	the area of seating at the Ground which is designated as a ‘family friendly’ area;
<b>“Match or Matches”</b>	any Premier League Match or Cup Match or friendly match played by the Club’s first team squad during the Season;
<b>“Material”</b>	has the meaning specified in this Part 1, clause 8.7;
<b>“MCWFC”</b>	Manchester City Women’s Football Club Limited;
<b>“MCWFC Seasoncard”</b>	the product entitling the holder to attend the relevant matches played by MCWFC at the City Football Academy Stadium (or such other name as such stadium may be given from time to time), that is subject to the MCWFC Seasoncard Terms and Conditions, which will be made available on the Website at <a href="https://www.mancity.com/ticket-information/terms-and-conditions">https://www.mancity.com/ticket-information/terms-and-conditions</a> ;
<b>“Personal Assistant”</b>	an individual who is responsible for a Disabled Supporter’s care;
<b>“Premier League Match”</b>	any match played by the Club’s first team squad in the Barclays English Premier League during the Season;
<b>“Premium Seat”</b>	those seats identified as “Premium Seats - 93:20” only during the purchase process. For the avoidance of doubt, these Seasoncard T&Cs do not cover “Premium Seats – Joe’s” which are classed as a hospitality product, to which separate terms and conditions apply;
<b>“Purchaser”</b>	a person purchasing any number of Seasoncards;
<b>“Relocation Phase”</b>	a window of time in which the Club may (in its absolute discretion) give existing Seasoncard Holders the option to relocate their Seasoncard seat to another available seat (subject at all times to availability);
<b>“Renewal Window”</b>	the period from 30 May 2019 to 9 June 2019 (inclusive), or such other period as the Club may stipulate from time to time during which 2018/2019 Seasoncards Holders may renew their Seasoncards;
<b>“Season”</b>	1 July 2019 to 30 June 2020;
<b>“Seasoncard Benefits”</b>	in respect of each Seasoncard, the benefits to which a Seasoncard Holder of that Seasoncard is entitled, as set out in Part 2;
<b>“Seasoncard”</b>	the electronic card or other product such as a print at home or printed ticket in the exceptional circumstances where an electronic card cannot be reprinted (and any replacement thereof) issued to each Seasoncard Holder in respect of the Season which, amongst other things, admits the Seasoncard



Holder into the Ground at Matches which form part of such Seasoncard Holder's Seasoncard Benefits;

- “Seasoncard Holder”** a registered holder of a Seasoncard;
- “Seasoncard Waiting List”** a waiting list for those valid members of the Cityzens Matchday Membership scheme that have registered to be given the opportunity to purchase a Seasoncard (terms and conditions apply);
- “Ticket Exchange”** the Club's authorised ticket resale facility from time to time (if any);
- “Ticket Points”** Ticket Points awarded by the Club to Seasoncard Holders under the Club's point scheme in place from time to time;
- “UEFA Competition”** the UEFA Champions League / the UEFA Europa League (as applicable);
- “Visiting Club”** the football club playing against the Club's first team squad; and
- “Website”** the Club's website at [www.mancity.com](http://www.mancity.com)

**2. Types of Seasoncard and Availability**

2.1. The Club currently has five (5) categories of Seasoncards as set out in clause 2.2 below (as may be amended by the Club from time to time). Details of the benefits associated with each Seasoncard are detailed in Part 2 of these Seasoncard T&Cs.

2.2. The availability and eligibility requirements of each category of Seasoncard are as follows:

<b>Category of Seasoncard</b>	<b>Availability</b>
<b>Superbia</b>	Available to supporters of the Club by invitation only.  Applications are subject to an acceptance process. Receipt of an invitation from the Club to purchase the Superbia Seasoncard is an invitation to form a contract only and does not constitute a formal offer or mean that the invitee will automatically be accepted as a Seasoncard Holder of the Superbia Seasoncard on submission of an application.
<b>Platinum</b>	Initially made available to purchase by individuals who were 2018/19 Superbia, Platinum or Gold Seasoncard Holders. Subject to availability, the Platinum Seasoncard may then, at the Club's sole discretion, be made available for purchase by other individuals registered on the Seasoncard Waiting List.
<b>Gold</b>	Initially made available to purchase by individuals who were 2018/19 Superbia, Platinum or Gold Seasoncard Holders. Subject to availability, the Platinum Seasoncard may then, at the Club's sole discretion, be made available for purchase by other individuals registered on the Seasoncard Waiting List.
<b>Value</b>	Initially made available to purchase by individuals who were a 2018/19 Seasoncard Holder. Subject to availability, may (at the Club's absolute discretion) be made available for purchase by other individuals registered on the Seasoncard Waiting List.
<b>Premium Seating – 93:20</b>	Initially made available to purchase by individuals who were 2018/19 Premium Seat, Superbia, Platinum or Gold Seasoncard Holders. Subject to availability, the Premium



	Seats may then, at the Club’s sole discretion, be made available for purchase by other individuals.
<b>Hybrid Superbia Premium Seat Seasoncard Holder</b>	– Superbia Seasoncard Holders may also be able to ‘upgrade’ their Superbia Seasoncard to benefit from the enhanced rights made available to Premium Seat Holders in addition to their Superbia Seasoncard Benefits – see clause 5.2(b) below.

2.3. The Club reserves the right to re-brand or otherwise vary any of the Seasoncards, or introduce any additional types or categories of Seasoncards, at any time if any such variation shall result in a Seasoncard Holder receiving the same or substantially similar benefits to those the Seasoncard Holder was entitled to receive prior to such variation. Seasoncard Holders may, at the sole discretion of the Club, be transferred to such additional or replacement Seasoncards without prior notice provided always that the Seasoncard Holder shall be entitled to the same or substantially similar benefits under the new Seasoncard as he/she was entitled to under the original Seasoncard.

**3. Concessionary Rates and Additional Terms applicable to Children**

- 3.1. Concessionary Seasoncards are available in respect of all categories of Seasoncard apart from Value Seasoncards. Concessionary Seasoncards may only be purchased in respect of, and used by, persons that qualify for such Seasoncard as follows:
- a. Under 18: Seasoncards may only be used by persons who will be aged 17 or under as at the Relevant Date;
  - b. 18 – 21: Seasoncards may only be used by persons who will be aged between 18 and 21 as at the Relevant Date;
  - c. Aged 65+: Seasoncards may only be used by persons who will be aged 65 or over as at the Relevant Date;
  - d. Disabled Supporters: may only be used for individuals who fulfil the criteria set out in Part 8.

For the purposes of this clause 3.1, “**Relevant Date**” means the later of (i) 1 August 2019 and (ii) the date on which the Seasoncard is purchased.

- 3.2. Any person entering (or seeking to enter) the Ground with a Concessionary Seasoncard in circumstances where such person is not entitled to such Concession will be refused entry to or ejected from the Ground and will have the Seasoncard withdrawn and no refund will be given.
- 3.3. Where the Concessionary rate relates to particular age band of supporter, proof of age must be provided upon request by the Club.
- 3.4. If a Concessionary Seasoncard Holder falls outside the criteria applicable during the Season (e.g., an Under 18 Seasoncard Holder turns 18) his/her Concessionary Seasoncard will remain valid for the duration of the Season. However, any additional tickets for Matches that are purchased via the Cup Scheme or otherwise will be charged at the applicable rate for the individual’s age at the time of purchase (e.g., an 18-year-old will be charged the full adult rate). Equally, if a non-Concessionary Seasoncard Holder turns 65 during the Season, he/she will not be entitled to change his/her existing Seasoncard to a Concessionary Seasoncard (other than as part of the renewals process for the following Season), however any additional tickets for Matches that are purchased via the Cup Scheme or otherwise will be charged at the applicable Concessionary rate.



- 3.5. The following additional provisions apply in respect of children:
- children under the age of 4 may enter the Ground for free but will not be allocated a seat unless an Under 18 Seasoncard is purchased;
  - children aged 13 or under cannot enter the Ground unless accompanied by an adult (aged 18 or over);
  - a Seasoncard purchased in respect of an individual aged 13 or under may only be purchased in conjunction with the purchase of a Seasoncard allocated to an individual aged 18 or over in seats directly next to each other;
  - parent(s) and/or legal guardian(s) shall, in addition to the Seasoncard Holder himself/herself, be responsible for the actions, conduct and compliance with the Seasoncard T&Cs and the Conditions of Entry of a Seasoncard Holder who is aged 13 or under.
- 3.6. In the Family Stand, adult (i.e. over eighteen (18)) Seasoncard Holders must be accompanied by a Seasoncard Holder who is aged fifteen (15) or under with a maximum of three (3) adult Seasoncard Holders per Seasoncard Holder aged fifteen (15) and under.

#### **4. Purchase, Payment and Issue**

- 4.1. Individuals who held a Seasoncard for the preceding season shall (unless that Seasoncard was withdrawn and/or cancelled and/or the Seasoncard Holder is subject to a stadium ban which extends beyond the first three home Matches of the Season) have the option to renew their Seasoncard for the forthcoming Season during the Renewals Window only. Existing Seasoncard Holders will be emailed in advance of the Renewals Window with details of how to renew (which will also be available on the Website). **Note, Seasoncards of 2018/19 Seasoncard Holders who opted to join the Direct Debit Scheme for the 2018/19 Season will automatically be renewed unless cancelled in accordance with the provisions of Direct Debit T&Cs in Part 4 of the Seasoncard T&Cs.** For those not currently on the auto-renewal Direct Debit Scheme, failure to renew within the Renewals Window will mean that your Seasoncard will not renew for the following Season and you will relinquish any rights in respect of your allocated seat.
- 4.2. Once the renewals process and Relocation Phase have been completed, individuals with a valid Cityzens Matchday Membership will be contacted with details on how to purchase a Seasoncard. **Please note, a limited number of Seasoncards will be available and the Club makes no guarantee that all those with a valid Cityzens Matchday Membership will be able to purchase a Seasoncard as they can sell out at any time.**
- 4.3. Seasoncards are available for purchase by supporters of the Club only. By applying to purchase/renew one or a number of Seasoncards and / or using a Seasoncard, a prospective purchaser is warranting and representing that they (and any person they are buying a Seasoncard for or who uses their Seasoncard) are a supporter of the Club. Although in limited circumstances Seasoncards can be purchased on behalf of another supporter of the Club, only one (1) Seasoncard can be held per individual.
- 4.4. Each member of a "City Family Group" under the City Family Group Programme may relocate the seats of any other member in that same "City Family Group". Each Seasoncard Holder that participates in the City Family Group Programme accepts that it is their responsibility to monitor their account for any purchases or seat relocations made on their behalf by a member of their "City Family Group". The Club will be under no obligation to notify a Seasoncard Holder of any account activity initiated by a member of their "City Family Group".



- 4.5. By applying to purchase / renew one or several Seasoncards, a Purchaser is making an offer to the Club. A contract for the supply of the Seasoncard and any associated benefits shall be created once the Club has issued a Seasoncard to the Purchaser (or in the case of a renewal, the Club confirms that the Seasoncard has been renewed). A Purchaser purchasing a Seasoncard for anyone other than themselves, shall be deemed to be acting with the authority of such individual, including the authority to agree to these Seasoncard T&Cs.
- 4.6. The sale / renewal of each Seasoncard is subject to the Purchaser providing the Club with payment of the relevant price:
- in full at the time of purchase; or
  - where a Purchaser meets the qualifying criteria, in instalments via the Direct Debit Scheme (the eligibility requirements and other terms of which are set out in the Direct Debit T&Cs in Part 4. **Subscription to the Direct Debit Scheme means the Seasoncard Holder's Seasoncard will automatically be renewed for the following Season unless the Seasoncard Holder cancels the auto-renewal.**
- 4.7. The price payable for each Seasoncard shall be as set out on the Website or as otherwise notified by the Club from time to time. Where an existing 2018/2019 Seasoncard Holder has accrued an e-purse balance via Ticket Exchange, such balance will be deducted from the purchase price of the 2018/19 Seasoncard. Booking fees may apply. Unless expressly stated otherwise, all prices are inclusive of VAT. The Club always tries to ensure that pricing and ticketing information provided by the Club is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to a Seasoncard 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 Purchaser will have 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 pursuant to this clause 4.7, 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.
- 4.8. A Purchaser shall be issued with a Seasoncard / their existing Seasoncard will be renewed (as applicable) once their application to purchase a Seasoncard has been accepted, and either (i) full cleared payment has been received by the Club; or (ii) the Purchaser has been accepted via the Direct Debit Scheme for the Seasoncard for which they have applied (as appropriate).
- 4.9. While new Seasoncards will generally be posted to the Purchaser, if notified by the Club the Purchaser / Seasoncard Holder may be required to collect their Seasoncard in person at the box office to enable the Club to verify identification or other details regarding the Purchaser's order.
- 4.10. The Club shall not have any liability to any Purchaser or Seasoncard Holder for any non-delivery or late delivery of any Seasoncard, ticket, documents or other materials dispatched by the Club to the Purchaser and/or Seasoncard Holder resulting from the actions, omissions, malfunctions or interruptions of any postal services or incomplete or inaccurate personal details or addresses provided to the Club. Should any such items purchased not arrive in the post by three (3) days before the first Premier League Match or first Cup Match of the Season, the Purchaser should contact the Club immediately.
- 4.11. The Club shall be entitled to require that additional information and/or documentation be submitted to the Club at any time should the Club deem it necessary to verify the Purchaser's and/or individual Seasoncard Holder's identification and/or other information with regards the Purchaser's Seasoncard





purchase. The Purchaser and Seasoncard Holder shall cooperate with the Club in connection with the same.

## **5. Changes to Order, Changes to Match Dates and Refunds**

- 5.1. Save as permitted in clause 5.2 below, once purchased, a Seasoncard Holder shall not be entitled to cancel, upgrade or downgrade their Seasoncard and no refunds shall be given for any Matches unattended during the Season.
- 5.2. Subject to availability and payment of the requisite price (as notified by the Club upon request) it will be possible to:
- a. **'upgrade' a Concessionary Seasoncard** to a non-concessionary or different category of concessionary ticket in respect of a Match (provided such transfer is in accordance with clause 7.2) save that the number of upgrades of a Concessionary Seasoncard located in the Family Stand shall be limited to no more than 3 upgrades per Season. The cut off time for upgrades will be 3 hours prior to kick-off of the Match in question (although please note that the Club reserves the right to change this deadline on a Match by Match basis) and can be arranged online, by contacting Supporter Services on +44 (0)161 444 1994 or in person at the Club's ticket office at the Ground; and
  - b. subject to the availability of Premium Seat seating, **'upgrade' a Superbia Seasoncard to a "Superbia Premium Seat Seasoncard"** during the Relocations Phase. Note this upgrade would apply for the remainder of the Season and would entitle the Seasoncard Holder to the enhanced benefits made available to Premium Seat Holders (see Part 2 for Seasoncard Benefits) in addition to its existing Superbia Seasoncard Benefits.
- 5.3. The Club is unable to give any guarantees that any particular Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Seasoncard Holders shall be entitled to attend any such re-arranged Match (assuming they were entitled to attend the original fixture as part of their Seasoncard Benefits).

## **6. Away Matches**

- 6.1. Away Match tickets included or offered in accordance with the Seasoncard Benefits are subject to the Club's Away Ticket Terms & Conditions (available on the Website at [www.mancity.com/Tickets/General-Information](http://www.mancity.com/Tickets/General-Information)).
- 6.2. The Club acts as agent on behalf of the away club or relevant competition organiser when supplying tickets to Away Matches. The availability of tickets for Away Matches is subject to (i) the relevant club and/or venue's terms and conditions and ground regulations, and any applicable directives of the relevant club, governing body and competition organiser (the "**Away Ground Terms**") and (ii) any additional terms and conditions imposed by the Club in respect of Away Match tickets (see the Club's Away Match Tickets terms and conditions at <https://www.mancity.com/ticket-information/terms-and-conditions>).
- 6.3. The Club is not responsible for any issues relating to access and safety at any away ground. If a Seasoncard Holder commits a breach of the Away Ground Terms and/or any additional terms imposed by the Club, it shall be deemed to be a breach of these Seasoncard T&Cs and clause 10 will apply. The Club shall not be liable to any Seasoncard Holder for any failure to supply an Away Match ticket if it is prevented from doing so because of the Away Ground Terms.



## **7. Use of a Seasoncard; Transfer of Seasoncard and Cessation of Rights**

7.1. Save as permitted in clauses 7.2 and 7.3, each Seasoncard (and all associated rights and benefits) is issued for the sole use of, and is personal to, the Seasoncard Holder and neither the Purchaser nor any Seasoncard Holder shall sell, assign or transfer their Seasoncard (or any Seasoncard Benefits) to any other person without the prior written consent of the Club. The reference to selling a Seasoncard shall include selling all or any of the rights associated with the Seasoncard (e.g., rights in respect of individual Matches) and includes i) offering to sell a Seasoncard (or any Seasoncard Benefits) (including, without limitation, via any online auction website), (ii) exposing a Seasoncard (or any Seasoncard Benefits) for sale, (iii) making a Seasoncard (or any Seasoncard Benefits) available for sale by another and/or (iv) advertising that a Seasoncard (or any Seasoncard Benefits) is available for purchase. For the avoidance of doubt (and by way of example only) a Seasoncard (or any Seasoncard Benefits) may not be offered as a prize in any promotion, prize draw 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 or the Club as applicable).

- 7.2. A Seasoncard may be used by / transferred to another individual in the following circumstances:
- a. a Purchaser purchases a Seasoncard on behalf of another individual where the Purchaser and relevant individual are in the same City Family Group (and such individual is identified as the Seasoncard Holder at the point of purchase), provided the Purchaser also purchases and retains a Seasoncard for his/her own personal use;
  - b. if a Seasoncard Holder is unable to attend a Match, that Seasoncard Holder may temporarily allow a person who is known to them (a "Guest") to use their Seasoncard to allow that Guest to attend such Match,

in each case, subject to the following conditions:

- (i) such purchase / transfer must not be made in the course of business, for any commercial purpose or to facilitate any third party's business;
- (ii) the purchase must be free of charge or for a fee or benefit no greater in value than the face value of the Seasoncard (in the case of a purchase pursuant to clause 7. 2(a)) or the face value of a general admission ticket to that Match (in the case of a transfer pursuant to clause 7.2(b));
- (iii) the Purchaser must notify the Club in writing of the personal contact details (including the address) of the person for whom the Seasoncard is being purchased / lent to (as applicable);
- (iv) such purchase / transfer must not breach clauses 3.1, 4.1 or 7.1 above; and
- (v) the Seasoncard Holder / Guest (as applicable) shall adhere to and be bound by these Seasoncard T&Cs and the Conditions of Entry which (save for any rights to transfer under this clause 7.2) apply to and bind each Seasoncard Holder / Guest (as applicable) as if he/she were the original purchaser and intended user of that Seasoncard (and any obligations / restrictions in these Seasoncard T&Cs which are stated as applying to the Seasoncard Holder shall be construed as applying equally to any Guest in relation to any Match which the Guest attends or attempts to attend). It is the responsibility of the Purchaser to inform the Seasoncard Holders and any Guests of these requirements.

7.3. A permitted transfer of a Seasoncard in respect of an individual Match only may also be made via the Club's official Ticket Exchange in accordance with the Ticket Exchange T&Cs at Part 7.



- 7.4. In circumstances where a Seasoncard Holder passes away, the Seasoncard may be retained in the family on the basis that the Seasoncard is transferred to a named family member and the following information is provided: (i) a copy of the death certificate; (ii) proof of family relationship; (iii) the name, supporter number, address and contact details (email and contact telephone number) of the deceased supporter; (iv) the name, any existing supporter number, address, contact details (email and contact telephone number) and date of birth of the family member to which the Seasoncard is to be transferred; and (v) if requested, photo ID. Please note that in these circumstances, any Ticket Points accrued on the deceased supporter's file will be non-transferable. A permanent transfer/ name change cannot be made in any other circumstances as this would undermine the Club's Cityzens Matchday Membership scheme (which includes priority access to purchase Seasoncards). The Club may, at its absolute discretion, consider a refund in respect of any Matches unattended at the time of the Seasoncard Holder's death, to the Seasoncard Holder's estate / personal representative.
- 7.5. The unauthorised sale or disposal of a Seasoncard or 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. If an individual is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that an individual has committed (or is attempting to commit) a ticket touting offence anywhere in the world then:
- the Club may notify the Police, the FA, FIFA and the Premier League who in turn may notify other clubs and/or the relevant law enforcement authorities. The information 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;
  - the Club shall make any such enquiries as the Club considers necessary; and/or
  - such conduct shall be deemed to be a serious breach of these Seasoncard T&Cs by the Purchaser / Seasoncard Holder.
- 7.6. If a Seasoncard Holder suspects that ticket touting is taking place in or around the Ground, the Club requests that they promptly report their suspicions to the Club and the police.
- 7.7. All Seasoncards will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Seasoncard T&Cs at any time. Seasoncards must be produced along with evidence of identity / age / address if required at any time by any official, steward or employee of the Club or any police officer. If the Purchaser fails to return a Seasoncard when required, it shall be deemed to be in breach of these Seasoncard T&Cs and, for the avoidance of doubt, the provisions of clause 10 will apply.
- 8. Entry into the Ground**
- 8.1. In order to gain admission to the Ground, a valid Seasoncard must be presented.
- 8.2. Entry into the Ground is subject always to the Conditions of Entry. By purchasing and/or holding a Seasoncard and/or using a Seasoncard you:
- certify that you have read, understood and accepted the Conditions of Entry;
  - agree to be bound by and to comply with the Conditions of Entry; and
  - agree to bring to the attention of others, as required above, the Conditions of Entry.
- 8.3. A Seasoncard permits the holder to occupy the seat indicated on the Seasoncard at the relevant Match, or such other alternative seat of equivalent value as the Club may, from time to time, allocate at its reasonable discretion (in accordance with clause 8.5 below). Nothing in these Seasoncard T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Seasoncard in any subsequent Season.



- 8.4. Where a supporter's seat is changed as part of the Relocation Phase (either by the supporter themselves or by a friend or family member in their "City Family Group"), that supporter acknowledges and agrees that the existing seat will become available for other supporters to purchase and the supporter accepts that any rights they may have to retain that seat for the 2019/20 Season will be immediately lost. The Club shall not accept any liability for any seat locations forfeited in such way.
- 8.5. The Club reserves the right in its sole discretion to temporarily allocate to a Seasoncard Holder an alternative seat in the Ground of equal or greater value than that normally allocated if:
- the part of the Ground in which the Seasoncard Holder's seat is located is closed for operational reasons, maintenance, repairs, or re-structure;
  - the Visiting Club is allocated part of the Ground in which the Seasoncard Holder's seat is located;
  - the relocation is necessary to comply with any requirements of the Football Association, the Premier League, FIFA or UEFA in respect of any Match played at the Ground; or
  - the Club, the police or any other relevant authority consider that a relocation is necessary in the interests of safety, public order or crowd control.
- 8.6. Seasoncard Holders 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. Without prejudice to the generality of the foregoing, the Club does not tolerate abusive, offensive, homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other) and any such conduct shall be considered a serious breach of these Seasoncard T&Cs. Any Seasoncard Holder who is found or is reported to be abusing any football player, supporter, member of staff or any other individual in or around the Ground will face arrest and prosecution by the police.
- 8.7. Save as set out in clause 8.8 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any audio, visual or audio-visual material or any information or data ("**Material**") in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) 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 and clause 10 will apply.
- 8.8. Mobile telephones and other mobile devices are permitted within the Ground 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, issue, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 8.9. Seasoncard Holders shall:



- a. not bring into the Ground any food or drink items. Only food and drink items purchased in the Ground from vendors authorised by the Club may be consumed in the Ground;
- b. not, other than official Club merchandise, and/or other football-related clothing worn in good faith (in accordance with clause 4.3 above), bring into, use or display within the Ground any sponsorship, promotional or marketing materials;
- c. adhere to any relevant dress code in place at the Ground;
- d. not attempt to gain access to the Ground wearing or carrying apparel (including without limitation hats and/or scarves) that demonstrates support for a team other than the Club;
- e. not bring any golf umbrellas (or any other similar large umbrellas) into the Ground. Any such equipment may be confiscated by the Club;
- f. comply with any size restrictions with regards bags brought into the Ground as may be communicated by the Club from time to time; and
- g. submit any bags or items brought to the Ground for such security searches as may be required by the Club.

**9. Lost, stolen and damaged Seasoncards**

- 9.1. The Club is not responsible for and shall not be obligated to admit entry to a Seasoncard Holder in respect of, any Seasoncard or ticket which is lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Seasoncard or ticket may be provided to the Seasoncard Holder at the Club's absolute discretion, subject to (i) (in certain circumstances and at the Club's discretion) the requirement that the Seasoncard Holder attend the Ticket Office in person to collect such replacement and provide satisfactory evidence of identity and (ii) payment of a non-refundable administration fee of £10.00 (unless the Club in its absolute discretion waives such fee). Whether a Seasoncard or ticket is damaged, defaced or destroyed will be determined by the Club acting in its sole discretion.

**10. Cancellation and Withdrawal of a Seasoncard / Ejection From or Refusal of Entry to the Ground**

- 10.1. Without prejudice to any other rights or remedies that the Club may have, the Club reserves the right, at its absolute discretion, to:
- a. eject a Seasoncard Holder from the Ground or refuse them entry to and/or ban them from the Ground;
  - b. suspend for a period determined by the Club, withdraw indefinitely or cancel a Seasoncard (including, without limitation, use of the Seasoncard and all other Seasoncard Benefits);
  - c. exclude (indefinitely or for a period determined by the Club) a Purchaser / Seasoncard Holder / Guest from using and/or applying to purchase any future Seasoncard or ticket (including any associated benefits);
  - d. provide the police and any other relevant authorities including FIFA, UEFA, the FA, the Premier League, the Football League and/or any other football clubs with relevant information,

in any of the following circumstances:

- (i) the Seasoncard Holder (or any person in possession of the relevant Seasoncard or ticket) breaches any of the Seasoncard T&Cs or the Conditions of Entry (or the Club has reasonable grounds to suspect such breach); or
- (ii) the Club reasonably suspects that entry into the Ground by the Seasoncard Holder (or any person in possession of the Seasoncard Holder's Seasoncard) will result in a breach of these Seasoncard T&Cs, Conditions of Entry or the terms and conditions of any other Club related scheme; or
- (iii) the Club reasonably suspects that a Seasoncard Holder's Seasoncard has been offered for re-sale, re-sold or transferred in contravention of these Seasoncard T&Cs;



- (iv) the Purchaser / Seasoncard Holder is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world or is the subject of football related criminal or civil proceedings; or
- (v) the Seasoncard Holder (or any person in possession of the relevant Seasoncard or ticket) engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in clause 8.6 and the prohibited behaviour listed in the Ground Regulations) in or around the Ground or any other sporting venue anywhere in the world.

- 10.2. Without prejudice to the general nature of clause 10.1, the following actions shall constitute a non-exhaustive list of conduct which shall constitute a serious breach of the Seasoncard T&Cs and the Conditions of Entry and shall enable the Club to exercise its rights as described in clause 10.1 above:
- a. smoking in designated non-smoking areas (including the smoking of electronic cigarettes which is banned in the Ground);
  - b. being (or appearing to be) intoxicated;
  - c. persistent standing in seated areas whilst the Match is in progress;
  - d. the deliberate misuse of a Seasoncard (including but not limited to the use of a Seasoncard described in clause 7.1);
  - e. any misrepresentation in relation to clause 4.1, above;
  - f. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - g. the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;
  - h. the use of foul, obscene, abusive and/or racist language and/or gestures;
  - i. the chanting of anything of an indecent or racist nature;
  - j. fighting, or engaging in and/or inciting violence;
  - k. bringing any of the following into the Ground (or using them within the Ground): 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;
  - l. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
  - m. the supply of any misleading or incorrect information in any application;
  - n. undertaking (or attempting to undertake) any action in breach of clauses 8.6 – 8.9 above; and
  - o. 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 Seasoncard.

The Club will not be obliged to make any refund to any Purchaser or Seasoncard Holder in respect of any ejection from or refusal of entry to the Ground or in respect of any Seasoncard which is suspended or withdrawn in accordance with this clause 10.

- 10.3. The Club reserves the right to revoke any Ticket Points acquired by and to exclude from participation in any Club membership scheme any Seasoncard Holder whose Seasoncard is cancelled, suspended or withdrawn in accordance with these Seasoncard T&Cs, or if the Seasoncard Holder is refused admission or ejected from the Ground or any other sporting venue anywhere in the world.

## **11. Change of Details**

- 11.1. Purchasers / Seasoncard Holders should promptly notify the Club of any change of details (including, without limitation, changes to payment details, addresses and / or contact details) by:
- a. using the online facility on the Website;



- b. telephoning the Club and asking for 'Supporter Services' (note this option is not available when notifying the Club of a change of address);
- c. visiting the Club ticket office in person; or
- d. writing to the Club, for the attention of 'Supporter Services', quoting the relevant Seasoncard number.

Seasoncard Holders may be required to provide the Club with proof of identity and address to the Club's satisfaction when details are changed under this clause 11.1.

## **12. Exclusion of Liability**

- 12.1. Subject to clause 12.3, 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 Seasoncard T&Cs which is caused by circumstances outside of the Club's reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation, compliance with law or regulation or any other circumstances amounting to force majeure;
  - b. the alteration of the dates and times of Matches;
  - c. the abandonment, postponement or cancellation of Matches; and
  - d. restrictions to the view of the Match caused by the actions of other spectators.
- 12.2. Subject to clause 12.3, the Club shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 12.3. For the avoidance of doubt, nothing in these Seasoncard 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.

## **13. Data Protection**

- 13.1. Each Purchaser and Seasoncard Holder acknowledges and agrees that the personal data provided by them to the Club in the purchase of a Seasoncard, match ticket, Metrolink Matchday Seasoncard or Car Park Pass shall be collected, stored and used by the Club in accordance with the Data Protection Act 2018 and the Club's Privacy Policy (available on the Website at [www.mancity.com/common/privacy](http://www.mancity.com/common/privacy)).
- 13.2. All persons who enter the Ground using a Seasoncard acknowledge that photographic images and/or video recordings and/or feeds (and/or still taken therefrom) may be taken of them and may also be used by way of example and without limitation in televised coverage of Matches and/or for promotional, editorial or marketing purposes by the Club, the Premier League or other third parties and use of a Seasoncard to enter the Ground constitutes consent to such use.
- 13.3. All Seasoncard Holders agree that the Matches for which the Seasoncards have been purchased are public, and that their appearance and actions inside and in the perimeter of the Ground are public in nature and that they shall have no expectations of privacy with regards their actions or conduct at Matches.

## **14. General**

- 14.1. These Seasoncard T&Cs (and all documents referred to herein) comprise the entire agreement between the Club and you in relation to the purchase of a Seasoncard and all ancillary benefits.



- 14.2. The Club reserves the right to make amendments to these Seasoncard T&Cs from time to time, provided that the amendments shall not result in any Seasoncard Holder receiving any less than the same or substantially similar benefits to those that the Seasoncard Holder was entitled to receive prior to such amendments in relation to the Season. Up to date versions of the Seasoncard T&Cs will be made available promptly on the Website, and hard copies will be available from the Club upon request.
- 14.3. If any provisions of these Seasoncard T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Seasoncard T&Cs shall remain in effect as if such void, ineffective or unenforceable clause or clauses had not been included.
- 14.4. The Club reserves the right to alter the Ticket Point scheme (including, without limitation, the number of Ticket Points awarded for purchases and when they are awarded) from time to time in its absolute discretion.
- 14.5. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Seasoncard T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 14.6. Notwithstanding any other provision in these Seasoncard T&Cs and apart from 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 Seasoncard T&Cs. Nothing in these Seasoncard T&Cs shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
- 14.7. These Seasoncard T&Cs 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.





**Part 2 – Seasoncard Benefits**

**1. Match Entitlements**

1.1. A Seasoncard will entitle the Seasoncard Holder to attend the following Matches during the Season:

	<b>Superbia</b>	<b>Platinum</b>	<b>Gold</b>	<b>Value</b>	<b>Premium Seating</b>
<b>Premier League Home Matches</b>	Nineteen (19)	All	All	All	All
<b>Premier League Away Matches</b>	Nineteen (19) <i>but see clause 1.2 below</i>	-	-	-	-
<b>FA Cup Home Matches</b>	All	-	-	-	The first three (3) home domestic Cup matches during the Season <i>but see clause 1.3 below</i>
<b>FA Cup Away Matches</b>	All <i>but see clause 1.2 below</i>	-	-	-	
<b>League Cup Home Matches</b>	All	-	-	-	The first three (3) home domestic Cup matches during the Season <i>but see clause 1.3 below</i>
<b>League Cup Away Matches</b>	All <i>but see clause 1.2 below</i>	-	-	-	
<b>UEFA Competition Home Matches</b>	All	-	-	-	-
<b>UEFA Competition Away Matches</b>	All <i>but see clause 1.2 below</i>	-	-	-	-
<b>Pre-season friendly home and away Matches</b>	All	-	-	-	-

1.2. There is a small chance that the number of Away tickets allocated to the Club in respect of Away Matches may not be sufficient to provide each Superbia Seasoncard Holder with the away match ticket allocations specified above. In the unlikely event this occurs, the number of Ticket Points of each Superbia Seasoncard Holder will be used to determine priority of allocation, with those with the highest number of Ticket Points taking priority. Each Seasoncard Holder will be notified if they have not secured an Away Match ticket for the relevant Away Match.



- 1.3. In respect of the Premium Seat Cup Match allocation, if the Club does not play three (3) home Domestic Cup Matches during the Season, any outstanding match entitlement cannot be carried over for the next Season or swapped to the UEFA Competition Home Matches.
- 1.4. For the avoidance of doubt, no refunds will be issued to the Purchaser of a Seasoncard or a Seasoncard Holder if:
- the Club fails to qualify for or proceed past the initial round of any Cup Competition; or
  - the Superbia Seasoncard Holder does not receive nineteen (19) Away Match tickets due to the circumstances described in clause 1.2 above; or
  - no pre-season friendly matches are scheduled by the Club for the Season.

## 2. Additional Benefits

- 2.1. In addition to the entitlement to attend the Matches specified above, Seasoncard Holders will also be entitled to:

	Superbia	Platinum	Gold	Value	Premium Seats
<b>Ticket Points on Purchase of a Seasoncard (Ticket Points allocated prior to the start of the season).</b>	2,000	380	190	190	380
<b>Double Ticket Points for other home ticket purchases (Ticket Points allocated within 7-working days of the Match taking place).</b>	N/A as all matches are included	✓	-	-	✓
<b>Select an available seat at the Ground which will be allocated to Seasoncard Holders for the Season for all inclusive home Matches (subject to availability and clause 8.5 of the General T&amp;Cs)</b>	✓	✓	✓	Allocated Seat is chosen by the Club	✓
<b>Sell Premier League tickets via the Ticket Exchange facility in accordance with the Ticket Exchange T&amp;Cs (as set out in Part 7 of these Seasoncard T&amp;Cs)</b>	✓	✓	✓	✓	✓
<b>Entry or priority access (depending on availability) to official Seasoncard Holder events arranged by the Club</b>	✓	✓	✓	✓	✓
<b>Discounts in official Club retail outlets and in respect of purchases of merchandise made through the Website and Club telephone sales channels (excluding sales items)</b>	✓ 15%	✓ 10%	✓ 10%	✓ 10%	✓ 15%
<b>Free Cityzens Membership (terms and conditions apply)</b>	✓	✓	✓	✓	✓



<b>An option to join any or all the Cup Schemes (subject to availability). Associated home ticket points allocated following the Club's final Match in each Competition.</b>	N/A as all matches included	✓	✓	✓	✓ See clause 2.2 below
<b>Exclusive window to purchase tickets for matches in each Cup Competition (where the Seasoncard Holder has not signed up to the Club's Cup Scheme) <i>See clause 2.3 below</i></b>	N/A as all matches included	✓	✓	✓	✓
<b>An MCWFC Seasoncard (terms and conditions apply)</b>	✓	Option to purchase	Option to purchase	Option to purchase	Option to purchase
<b>An option to purchase a Seasonal Car Park Pass (as defined in the Car Park T&amp;Cs) at the price published from time to time (subject to availability)</b>	✓	✓	✓	✓	✓
<b>An option to purchase a Metrolink Matchday Season Ticket (subject to availability and the Metrolink Matchday Season Ticket T&amp;Cs)</b>	✓	✓	✓	✓	✓
<b>Other</b>	If required to relocate, exclusive priority window to select alternative seats.				One (1) complimentary matchday programme per Inclusive Match  Access to Premium Seat concourses and facilities 90 minutes before kick-off, at half time and for 60 minutes after the final whistle

2.2. With respect to a Premium Seat Seasoncard Holder's option to subscribe to a Cup Scheme, although certain Cup Competition Matches may form part of the Premium Seat Seasoncard Benefits, Premium



Seat Holders (save for Superbia Premium Seat Holders) will still need to join the Cup Schemes to ensure that they automatically purchase tickets for all rounds of the respective Cup Competitions.

- 2.3. In respect of non-Cup Scheme Seasoncard Holders who purchase tickets to a Cup Match, the Club cannot guarantee that a Seasoncard Holder's allocated seat at the Ground will be available and, as such, an alternative seat may need to be selected and purchased prior to the Match.
- 2.4. For the avoidance of doubt:
  - a. Seasoncards do not automatically include access to any of the Club's reserve team matches; and
  - b. the Club shall not be required to provide Seasoncard Holders with any travel or accommodation in respect of any Away Matches or any visas, permits or consents required for travel to any Away Match.



### **Part 3 –Cup Scheme Terms and Conditions**

In addition to the General T&Cs set out in Part 1 of this document and the Seasoncard Benefits set out in Part 2, the following terms and conditions (“**Cup T&Cs**”) shall apply to Seasoncard Holders who join a Cup Scheme (“**Cup Scheme Seasoncard Holders**”) (in respect of each Cup Scheme which the Seasoncard Holder joins).

#### **1. Types of Cup Schemes**

1.1. The Club operates the following three (3) Cup Schemes:

- (i) the FA Cup Scheme;
- (ii) the League Cup Scheme; and
- (iii) the UEFA Competition Cup Scheme.

#### **2. Eligibility**

2.1. The Cup Scheme is open to all Seasoncard Holders save for Superbia Seasoncard Holders or Superbia Premium Seat Holders.

**Note:** Where an eligible 2018/19 Seasoncard Holder has joined the Direct Debit Scheme and their Seasoncard has been automatically renewed for the 2019/20 season on that basis, membership of any Cup Schemes joined by that Seasoncard Holder in previous Seasons will not renew automatically.

2.2. Eligible Seasoncard Holders shall be entitled to apply to join each of the Cup Schemes individually (for the avoidance of doubt, eligible Seasoncard Holders can join any or all the Cup Schemes).

2.3. **Premium Seat Holders:** although Cup games may form part of their Seasoncard Benefits, Premium Seat Holders (save for Superbia Premium Seat Holders) will still need to join the Cup Scheme by the relevant date to ensure that they automatically receive tickets for all rounds of the respective Cup competitions.

#### **3. Benefits**

3.1. Cup Scheme Seasoncard Holders are entitled to:

- a. and commit to purchasing, a ticket to every home Match of the relevant Cup Competition to which they subscribe;
- b. ‘priority access’ to purchase tickets from the Club’s allocation for each Away Match in the relevant Cup Competition, including any final(s) (subject to availability); and
- c. Ticket Points for joining the Cup Scheme in accordance with the Ticket Points scheme operated by the Club from time to time. For the avoidance of doubt, Ticket Points are not awarded in respect of Away Matches.

**Note:** ‘Priority access’ shall mean priority over all Seasoncard Holders who have not joined the relevant Cup Scheme (except for Superbia Seasoncard Holders who are entitled to attend such Matches as part of their Seasoncard Benefits). Priority between Cup Scheme Seasoncard Holders of the relevant Cup Scheme shall be determined by the number of Ticket Points accrued at that point in the Season. For the avoidance of doubt, Cup Scheme Seasoncard Holders with the highest number of Ticket Points will take priority over those who have fewer Ticket Points in this situation.

3.2. In respect of the process for home Matches:

- a. the Club will automatically collect payment for tickets to home Matches in the relevant Cup Competition on or around the date on which tickets go on general sale using the payment details provided by the Cup Scheme Seasoncard Holder to the Club (which must be either credit or debit card payment details) and the Seasoncard Holder authorises the Club to do the same. Once payment has been collected, no refunds will be given;



- b. the Club shall not be required to inform Cup Scheme Seasoncard Holders that payment has been taken in respect of any ticket for any home Match in the relevant Cup Competition. The Club shall not be liable for any bank and / or credit card charges that may be incurred by any Cup Scheme Seasoncard Holder as a result of payment being collected in this way;
  - c. for the FA Cup Scheme and League Cup Scheme only (all Seasoncards except Premium Seats), the price of home Cup Match tickets up to, but not including, the quarter final stage of the relevant Cup Competition will be subject to the published price cap applicable to the relevant Cup Scheme. This price cap will be notified to Cup Scheme Seasoncard Holders by the Club on the Website, and at the Club ticket office. **Please note: there is no price cap for Premium Seat Holders who will pay the full prevailing rate set for the seat.**
- 3.3. In respect of the process for Away Matches:
- a. when the priority window in respect of each Away Match opens, it will be published on the Website and Cup Scheme Seasoncard Holders should follow the procedure on the Website to purchase a ticket during the priority window;
  - b. the relevant ticket must be paid for in full at the time of purchase of the individual ticket.
- 3.4. For the avoidance of doubt, Cup Scheme Seasoncard Holders shall still be required to pay for a ticket to every Match (home and away) in the relevant Cup Competition(s) for which it has subscribed to the Cup Scheme.
- 4. Cup Scheme Specific Terms**
- 4.1. Where valid payment is received, the Cup Scheme Seasoncard Holder's Seasoncard will be activated to allow entry to the Ground for the relevant Cup Match.
- 4.2. It is the responsibility of each Cup Scheme Seasoncard Holder to keep the Club informed of any changes to that Cup Scheme Seasoncard Holder's payment details. If payment is declined for any reason (or if the Cup Scheme Seasoncard Holder otherwise indicates to the Club that the Cup Scheme Seasoncard Holder wishes to leave the Cup Scheme):
- a. the Cup Scheme Seasoncard Holder will not be permitted entry to the relevant Match; and
  - b. that Cup Scheme Seasoncard Holder's subscription to the Cup Scheme will be terminated.
- 4.3. In the event of termination of a Cup Scheme before the end of the Season, all benefits associated with the Cup Scheme shall cease.
- 4.4. Any Ticket Points due to the Seasoncard Holder for joining the Cup Scheme will be added following the final Cup Match for the respective Cup Competition each Season.
- 4.5. To receive Cup Scheme Ticket Points, Seasoncard Holders must have registered to join the relevant Cup Scheme(s) by the following dates:
- a. Joining all three (3) Cup Schemes, by 31 August 2019;
  - b. The UEFA Competition Cup Scheme, by 31 August 2019;
  - c. The League Cup Scheme, by 31 August 2019;
  - d. The FA Cup Scheme, by 30 November 2019.
- The Club may choose to extend any of these registration dates at its sole discretion.
- 4.6. Joining a Cup Scheme does not entitle a Cup Scheme Seasoncard Holder to purchase additional Cup Match tickets on behalf of any other person or for use by any other person. For the avoidance of doubt,



an eligible Seasoncard Holder who has subscribed for a Cup Scheme may only purchase one (1) ticket to each Cup Match relevant to that Cup Scheme for his/her own personal use.

- 4.7. Should a Cup Scheme Seasoncard Holder be required to relocate for a Cup Match at the Ground in accordance with clause 8.5 of the General T&Cs, the Club will provide a period for Cup Scheme Seasoncard Holders to select alternative seats before seats are offered to Seasoncard Holders who have not joined the relevant Cup Scheme (other than Superbia Seasoncard Holders). This period will be determined by the Club and notified to the Cup Scheme Seasoncard Holders affected. The Seasoncard will be activated but the Seasoncard Holder must sit in the relocated seat, which will have been advised at point of sale. The Club reserves the right to resell the Seasoncard Holder's original seat if it is made available again for the Match. The Seasoncard Holder is not entitled to be notified of this and the supporter who has purchased the Seasoncard Holder's original seat is entitled to sit there.
- 4.8. If an Away Match is relocated to the Ground for any reason (including without limitation safety reasons) but is deemed to be an Away Match for the purposes of the relevant Cup Competition, the Cup Scheme Seasoncard Holder will not be automatically entitled to a ticket for that Match under clause 3.1 of this Part 3, and such tickets must be purchased separately by the Cup Scheme Seasoncard Holder (in accordance with clause 3.1. of this Part 3).



#### **Part 4 –Direct Debit Scheme Terms and Conditions**

In addition to the General T&Cs set out in Part 1 above, the following terms and conditions shall apply to Seasoncard Holders who wish to purchase a Seasoncard and/or Metrolink Matchday Season Ticket and/or Seasonal Car Park Pass, using the Direct Debit Scheme.

1. To be eligible for the Direct Debit Scheme, purchasers must:
  - a. be over 18 and have a UK bank account;
  - b. be applying to become a Seasoncard Holder; and
  - c. ensure that their application (including any amendments) is received by the Club by 5pm on Monday 1 July 2019.
  
2. An eligible Purchaser who wishes to pay by Direct Debit and who is accepted onto the Direct Debit Scheme shall be entitled to pay for their Seasoncard(s) by way of the “ten instalments payment plan”, under which ten instalments of equal value will be taken in advance in each of the following months during the relevant season: July to April inclusive. An example of a Direct Debit payment schedule is set out below. Please note that the price of the Seasoncard and the amount of each instalment will be confirmed to the on application for the Direct Debit Scheme, and may differ from the amounts shown below which are for illustration purposes only.

Instalment Schedule		Premium Seat £1,600	Superbia £2,900	Platinum £900	Gold £850
1	July	£160	£290	£90	£85
2	August	£160	£290	£90	£85
3	September	£160	£290	£90	£85
4	October	£160	£290	£90	£85
5	November	£160	£290	£90	£85
6	December	£160	£290	£90	£85
7	January	£160	£290	£90	£85
8	February	£160	£290	£90	£85
9	March	£160	£290	£90	£85
10	April	£160	£290	£90	£85

3. Details of the payment plan available shall be set out on the Website and during the booking process from time to time and may be subject to change. For the avoidance of doubt, the price of the Seasoncard purchased under the Direct Debit Scheme will be no more than the cash price of the Seasoncard.
  
4. It shall remain the responsibility of the Purchaser to ensure that all instalments are paid to the Club on the relevant instalment due date. The time for payment of each instalment shall be of the essence of the contract.





5. If an instalment fails, the Purchaser will receive a notification (this may be one of the following but not restricted to a telephone call, letter, email or SMS) via the Club and the Purchaser shall be responsible for ensuring that the unpaid instalment is promptly paid to the Club. It shall remain the responsibility of the Purchaser to contact Supporter Services by the date provided in any notification received regarding the failed instalment(s).
6. On each occasion where the Club receives a failed payment notification or where payment is not made in accordance with clause 10 below following cancellation of the Direct Debit Scheme, the Club reserves the right to:
  - a. re-issue the payment on the next direct debit payment date;
  - b. charge an additional administration fee of £10 for each payment not received by the Club (save on the first occasion, where the Seasoncard Holder shall have a grace period of 7 days following notification of the failed instalment to pay the failed instalment);
  - c. remove the Seasoncard Holder from the Direct Debit Scheme and require payment in full for the remaining balance outstanding against the Seasoncard (save on the first occasion, where the Seasoncard Holder shall have a grace period of 14 days following notification of the failed instalment to pay the failed instalment);
  - d. terminate and cancel or suspend the Purchaser's Seasoncard for all remaining fixtures (save on the first occasion, where the Seasoncard Holder shall have a grace period of 21 days following notification of the failed instalment to pay the failed instalment);
  - e. revoke all Ticket Points and all Seasoncard Benefits acquired by the Seasoncard Holder; and/or restrict the Purchaser from renewing the Seasoncard(s) in the future;
  - f. prohibit the Purchaser from using their Seasoncard to enter any match or from purchasing tickets to any future Match or any other Club products/services; and/or
  - g. take such action as the Club deems necessary to recover sums due to the Club and the Club reserves the right to appoint a third party to recover any such sums, irrespective of whether the previous failed payment has been rectified.
7. For the avoidance of doubt, any references to the Club taking action to recover sums due will include sums that are already overdue and sums which would have become due had the Seasoncard not been terminated (although the Club will use reasonable endeavours to mitigate its losses in relation to such future payments), plus any reasonable costs of collecting such sums.
8. The Club reserves the right to withdraw the Direct Debit Scheme at any time, with prior written notice to the Purchaser of at least 10 working days. The Purchaser will have the option of paying the balance outstanding against their Seasoncard within 30 days of the withdrawal of the Direct Debit Scheme, or cancelling their Seasoncard from the date that the next instalment would have fallen due.
9. It remains the responsibility of the Purchaser to advise the Club of any changes to their Club account or bank details, including name changes, contact telephone number and e-mail. Any changes to bank account details (including requests to change instalment dates) must be given to the Club no later than 10 working days in advance of the next due instalment.
10. If during the Direct Debit Scheme, the Purchaser wishes to cancel their Direct Debit Scheme and change the method of payment, they must contact the Club no later than 10 working days in advance of the next instalment failing due. The Purchaser must pay any outstanding balance against the Seasoncard in full when informing the Club of their intent to cancel the Direct Debit Scheme. If any outstanding balances against the Seasoncard are not paid at this time, the Club reserves the right to exercise the rights set out in clause 6 (a) – (g) above. For the avoidance of doubt, this is merely a right to amend the method of payment and not a right to cancel the Seasoncard.



11. If a Purchaser cancels their own Direct Debit mandate, the Club may remove the Purchaser from the Direct Debit Scheme unless within 7 working days either new bank details have been received from the Purchaser or the Direct Debit mandate is reinstated.
12. If a Purchaser cancels their Direct Debit Scheme, or pays for their Direct Debit Scheme mandate in full prior to the final scheduled payment date in accordance with these terms and conditions, their Seasoncard will be deemed to have been cancelled and will not be automatically renewed for the following Season.

#### **AUTOMATIC RENEWAL**

13. **By signing up to the Direct Debit Scheme the Purchaser is agreeing to an automatic renewals scheme. This means that your Seasoncard will automatically be renewed for the following Season (including any qualifying add-on product purchased the previous Season, e.g., Cup Schemes, Metrolink Matchday Season Tickets and Seasonal Car Park Pass). A Purchaser shall continue to be automatically enrolled in the Direct Debit Scheme each Season, unless the Purchaser: (i) cancels the Seasoncard before the end of the relevant Season; or (ii) cancels the Direct Debit Scheme in accordance with clause 12; or (iii) the Direct Debit Scheme is withdrawn by the Club in accordance with clause 15.**
14. Your Seasoncard shall therefore, subject to clause 14(c), automatically renew on an annual basis each Season in accordance with the following process:
  - a. within a reasonable timeframe prior to the end of each Season, the Club shall inform the Purchaser of (i) the date on which the Seasoncard shall automatically renew (the “**Renewal Date**”); (ii) the price payable in respect of that Purchaser’s Seasoncard for the subsequent Season; (iii) the methods by which the Purchaser may cancel their subscription for the subsequent Season; and (iv) the terms and conditions applicable to the subsequent Season’s Seasoncard;
  - b. the Club shall take payment for the renewal of the Purchaser’s Seasoncard by using the most recent payment card details provided to the Club by the Purchaser. If the Purchaser wishes to pay for the renewal of their Seasoncard using another payment method, they should inform the Club prior to the Renewal Date;
  - c. if a Purchaser does not wish to renew their Seasoncard for the subsequent Season, the Supporter must notify the Club in writing in the manner specified in the renewal notice;
  - d. if the Club does not receive confirmation from the Supporter that they do not wish to renew their Seasoncard for the subsequent Season (in accordance with the methods set out in the renewal notice) then:
    - i. the Purchaser’s Seasoncard shall automatically renew on the Renewal Date for the subsequent Season and the Purchaser shall not have any further right to cancel their Seasoncard for the subsequent Year; and
    - ii. the Purchaser will once again be enrolled on the Direct Debit Scheme; and
    - iii. the Purchaser shall be deemed to have accepted the terms and conditions which apply to that subsequent Season.
15. The Club shall be entitled in its absolute discretion to withdraw a Purchaser’s Seasoncard from the automatic renewal process and/or amend such renewal process provided it is communicated to Purchasers sufficiently in advance.
16. If a Seasoncard Holder attends less than 10 Premier League home Matches during the season and does not place their Seasoncard on the Ticket Exchange for the number of Premier League home Matches equivalent to the Match Difference (as defined below), then the relevant Seasoncard Holder’s Seasoncard may not be automatically renewed for the following season and any requested renewal will be granted or denied by



the Club acting in its absolute discretion. By way of example only, if 6 Premier League home Matches are attended then 4 Premier League home Matches must be listed on the Ticket Exchange.

For the purposes of this clause, “**Match Difference**” means, where a Seasoncard Holder attends less than 10 Premier League home Matches during the Season, the difference between 10 and the number of Premier League home Matches attended by that Seasoncard Holder.

17. Please note that the automatic renewals process and Direct Debit Scheme is no guarantee that a Purchaser will be entitled to a Seasoncard offering the same benefits, facilities or seat choice as the previous Season.



### **Part 5 –Metrolink Matchday Season Ticket Terms and Conditions**

In addition to the General T&Cs set out in Part 1, the following terms and conditions shall apply to Seasoncard Holders who choose to purchase a Metrolink Matchday Season Ticket (“**MMST**”).

1. A MMST entitles holders to travel to and from the Etihad Stadium for Club Home Matches without further payment during the Season. Travel may be from and to any Metrolink station and the Etihad Campus stop on valid home Match days from 9.30am onwards on weekdays and anytime on Saturdays, Sundays and Bank Holidays.
2. The holder of a valid MMST shall also be entitled, where it is available, to a “priority access” service, operated by Metrolink at the Etihad Campus stop, which allows holders to fast-track ticket queues before and after a Match.
3. The MMST is only valid:
  - a. on the days and times set out above. MMSTs cannot be used for any other journey and/or on any other dates not deemed as a valid Match day; and
  - b. when accompanied by a valid Seasoncard for 2019/20 Season. A passenger found to be on a Metrolink vehicle, or on a station platform having just alighted from a vehicle, without a valid ticket or MMST or other approved authorisation to travel valid for his/her journey will be liable to pay a standard fare of £100 and may be liable to prosecution.
4. Where concessionary MMSTs are made available, any required proof of age must be provided at the point of purchase and upon request by Metrolink staff. Details of the concessionary rates available from time to time can be found at [www.metrolink.co.uk](http://www.metrolink.co.uk).
5. Refunds are not permitted and MMST’s are not transferable from one person to another. They remain the property of Transport for Greater Manchester (“**TfGM**”) and may be withdrawn if improperly used.
6. Neither Metrolink, TfGM nor the Club are responsible for any MMST which is lost, stolen, forgotten, damaged, defaced, or destroyed. Applications for replacement MMST should be made to the Club who may, subject to agreement with TfGM, issue a duplicate of any such MMST to the holder at the Club’s absolute discretion. Such replacement may be subject to payment of a non-refundable administration fee.
7. Metrolink RATP Dev UK (who operates the Metrolink network) does not undertake to provide conveyance on any particular vehicle or at any particular time on any particular day.
8. Save as set out in clause 2 above, MMST holders have no precedence over other passengers and Metrolink RATP Dev UK accepts no liability for loss, expense or inconvenience arising because of lack of accommodation for MST holders at any place or time.
9. The MMST is provided and issued by the Metrolink, subject to Metrolink’s full terms and conditions which can be found at <https://www.tfgm.com/public-transport/tram/mancity-terms-and-conditions>. MMST holders are conveyed subject to the conditions and regulations given in this document, conditions of carriage and the Greater Manchester Metrolink System Byelaws. The Club excludes all liability for any loss, damage, liability and / or costs of any kind which may be incurred by users of the service because of any breach by Metrolink, changes in the provision of the service and/or any other act or omission of Metrolink.
10. The Club reserves the right to suspend the use of a MMST and all associated benefits indefinitely or for a period, withdraw its use and such benefits completely and/or terminate the Seasoncard Holder’s MMST contract and/or prevent the Seasoncard Holder from entering the Ground, if the Seasoncard Holder has any debts with the Club in respect of their Seasoncard and/or MMST and/or Car Park Pass.



**Please note:** Metrolink anticipates that there may be disruption to its services during the 2019/2020 Season. MMST holders will not be entitled to a refund in whole or part because of any such disruption. For further information about the nature of the disruption, please see: <https://tfgm.com/public-transport/tram>.



## Part 6 –Car Parking

The Club has available for purchase several parking spaces (including both standard and disabled spaces) at the Car Park for use prior to and during football matches and other events held at the Ground. The following terms and conditions (the “**Car Park T&Cs**”) apply to all purchases of Seasonal Car Park Passes, Matchday Car Park Passes and Event Day Car Park Passes (as defined below).

### 1. Definitions

In these Car Park T&Cs the following names and phrases shall have the following meanings:

<b>“Car Park”</b>	the car parking facilities at and around the Ground for which a Car Park Pass is valid;
<b>“Car Park Pass”</b>	a Seasonal Car Park Pass, a Match Day Car Park Pass and / or an Event Day Car Park Pass (as applicable);
<b>“Car Park Pass Holder”</b>	a registered holder of a Car Park Pass;
<b>“Event Day Car Park Pass”</b>	a product entitling a person to enter and use a Car Park on a specific date when an Event is taking place at the Ground;
<b>“Match Day Car Park Pass”</b>	a product entitling a person to enter and use a Car Park on a specific day when a Match is taking place during the Season;
<b>“Paper Hanger”</b>	a printed pass in the form of a hanger which attaches to a Vehicle’s rear view mirror and which may be issued by the Club to a Car Park Pass Holder for such Car Park Pass Holder to gain access to the Car Park;
<b>“Seasonal Car Park Pass”</b>	a product which entitles a person to enter and use a Car Park for certain Matches taking place across the Season;
<b>“Vehicle”</b>	the motor vehicle which the Car Park Pass Holder intends to park in the Car Park at the applicable Match(es) / Event which must fit within a standard car parking space (or disabled space if applicable) and which shall in no event include any trailer.

### 2. Types of Car Parking and Eligibility

2.1. The following categories of Car Park Passes are currently available for Seasoncard Holders to purchase:

<b>Type</b>	<b>Entitles Holder To:</b>	<b>How to Purchase</b>
<b>Seasonal Car Park Pass</b>	Use of the allocated Car Park (and sometimes an allocated parking space in that Car Park) for every Premier League Match, and where a Cup Scheme has also been purchased, may be extended (subject to payment of any relevant fee) to include parking in respect of the relevant Cup Matches.	- In person from the ticket office at the Ground; - Online (when renewing a Seasoncard only); or - By calling Supporter Services on +44 (0)161 444 1894
<b>Match Day Car Park Pass</b>	Use of the Car Park in respect of the relevant Match.	On the day at the Car Park Entrance
<b>Event Day Car Park Pass</b>	Use of the Car Park in respect of the relevant Event.	- On the day at the Car Park entrance; or - If permitted by the Event organisers, in advance of the Event.



2.2. **Accessible Spaces.** A limited number of Accessible Spaces are available to purchase (subject to availability) in respect of each category of Car Park Pass. Individuals who wish to purchase a Car Park Pass for an Accessible Space should apply to the Club (or third party Event organiser if applicable) prior to the purchase of their Car Park Pass (telephone the Access Team on +44 (0)161 444 1894, option 1, option 2) and may be required to provide supporting evidence of their requirement for an Accessible Space. When booking an Accessible Space, the Club may also require information as to how the Vehicle is accessed to ensure a suitable Accessible Space is allocated. Where proof of disability is provided or the Car Park Pass Holder possesses a blue badge which is displayed in their Vehicle, no fee will be charged by the Club for use of an Accessible Space so long as it is booked in advance. Where an Accessible Space is not booked in advance, a fee will be charged and accessibility may be impacted.

### 3. **Purchase of a Car Park Pass**

3.1. All purchasers of Car Park Passes shall be deemed to have read, understood and agreed to these Car Park T&Cs at the point of purchase. Any individual purchasing a Car Park Pass on behalf of a third party shall be deemed to be acting with the consent of each Car Park Pass Holder for whom they are making that purchase, including acting with the authority of each such Car Park Pass Holder to agree to these terms and conditions on their behalf.

3.2. Car Park Passes are sold subject to availability and may be purchased at the prices published by the Club from time to time. The Club reserves the right to refuse to sell any Car Park Pass to any person, including to persons who are or have been ejected or banned from entering the Ground or who are subject or have been subject to the suspension of their Seasoncard.

3.3. Following the purchase of a Car Park Pass, the Club shall issue the Car Park Pass Holder with a Paper Hanger which shall, before the relevant Match or Event, be either posted to the Car Park Pass Holder or left for collection at the Ground or such other location as the Club deems reasonable from time to time.

3.4. No refund shall be given on the cancellation of the purchase of a Car Park Pass. No partial refund shall be given in respect of any Matches for which a Car Park Pass is not used.

3.5. Car Park Passes are personal to Car Park Pass Holders and are not transferable under any circumstances, save where expressly permitted by the Club in writing in its absolute discretion.

3.6. Paper Hangers will remain the property of the Club at all times. The Club reserves the right to require the immediate return of any Paper Hanger at any time.

### 4. **Entry to and use of the Car Park**

4.1. A holder of a Car Park Pass may access and use the Car Park for the relevant Match/Event between the following times upon presentation of the relevant Paper Hanger:

a. Entry no earlier than 2.5 hours before the start of the relevant Match/Event;

b. Vehicles must be removed from the Car Park by the earlier of: (i) 2 hours after the relevant Match or Event has finished; and (ii) the closing time stated on signage in the relevant part of the Car Park, and in any event Vehicles may not in any circumstances be left in the Car Park overnight. Car Park Pass Holders in Accessible Spaces shall not be able to leave their Accessible Space or the Car Park until they are given express permission by the steward(s) due to the location of the Accessible Spaces.

4.2. Following entry to the Car Park:

a. all Paper Hangers must be placed inside the Vehicle so they are clearly visible from the outside of the Vehicle;



- b. Vehicles must be parked within the designated bay in the correct part of the Car Park for which the Car Park Pass is valid and is parked in such a way as not to cause an obstruction to any other vehicle or the general operation of the Car Park;
  - c. no Vehicle shall be parked within an Accessible Space unless it has the suitable Car Park Pass (and displays the requisite disabled accreditation if applicable);
  - d. the Car Park Pass Holder (or any person purporting to be the Car Park Pass Holder) may be required at any time to deliver up the relevant Ticket / Paper Hanger for inspection by the Club and to prove that they are the Car Park Pass Holder.
- 4.3. The Club reserves the right in its sole discretion to temporarily or permanently:
- a. reallocate the parking space allocated to the holder of a Car Park Pass to an alternative parking space of equal or greater value if:
    - (i) the area of the Car Park in which the allocated parking space is located is closed for operational reasons, maintenance, repairs or re-structure;
    - (ii) the relocation is necessary to comply with any requirements of the Football Association, the Premier League, FIFA or UEFA in respect of any Match played at the Ground or to comply with any law, rule or regulation applicable to the Car Park and / or the Car Park Pass; or
    - (iii) the Club, the police or any other relevant authority consider that a relocation is necessary in the interests of safety, public order or crowd control.
  - b. refuse entry to the Car Park where the individual operating the Car Park under the authorisation of the Club considers it reasonable to do so (including, without limitation, where such individual determines that the relevant Vehicle is too large to fit comfortably within the allocated parking space); and/or
  - c. move any Vehicle (by driving or otherwise) within the Car Park which contravenes these Car Park T&Cs or to such extent as is reasonably necessary either to avoid obstruction at the Car Park or ensure the proper running or operation of the Car Park on the date of a Match or Event.
- 4.4. The Club shall not be responsible for, or be obliged to admit any Car Park Pass Holder in respect of, any Paper Hanger which is lost, stolen, forgotten, damaged, defaced or destroyed, nor shall it be obliged to issue any other form of Car Park Pass. The Club may, at its absolute discretion, provide a duplicate of such Paper Hanger subject to payment of a non-refundable administration fee of £10.00. For the purposes of this clause 4.4, whether a Paper Hanger is damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion.
- 4.5. Use of the Car Park is subject to compliance with the Club's Ground Regulations (available online at <https://www.mancity.com/ticket%20information/terms%20and%20conditions>). Car Park Pass Holders must ensure that any rules further to these Car Park T&Cs which are displayed and implemented at the Car Park (including any speed limits) are complied with.

## 5. **Liability**

- 5.1. The Club is unable to give any guarantees that any particular Match or Event for which a Car Park Pass is purchased will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match or Event when required by circumstances outside its control. Car Park Pass Holders shall be entitled to use their Car Park Pass at any such re-arranged Match or Event.
- 5.2. Vehicles are parked at the Car Park at the Vehicle owner's risk and, in the absence of negligence by the Club or its servants or agents, a Car Park Pass Holder will be responsible for any loss, theft, injury or damage to either: (i) the Vehicle; and/or (ii) any of their articles left or displayed in the Vehicle.

## 6. **Suspension, withdrawal or cancellation of rights**

- 6.1. The Club reserves the right to suspend the use of a Car Park Pass and all associated benefits indefinitely or for a period, withdraw its use and such benefits completely and/or terminate the Car Park Pass Holder's contract for the purchase of the Car Park Pass if:





- a. the Car Park Pass Holder (or any individual in possession of the Entry Materials) breaches any of these Car Park T&Cs (or the Club has reasonable grounds to suspect such a breach) or otherwise misuses the Car Park Pass or Entry Materials; or
  - b. the Car Park Pass Holder breaches any of the terms and conditions (or the Club has reasonable grounds to suspect such a breach) of any other product, service or Club related scheme in which he/she is participating (including, without limitation, any other Part of these Seasoncard T&Cs and the Club's Ground Regulations);
  - c. the Car Park Pass Holder has any debts with the Club in respect of their Seasoncard and/or Metrolink Matchday Season Ticket and/or Car Park Pass.
- 6.2. Save as expressly set out in these Car Park T&Cs, the Club shall not be obliged to make any refund to a Car Park Pass Holder if their Car Park Pass and associated benefits are suspended or withdrawn or if their contract for the purchase of a Car Park Pass is terminated in accordance with these Car Park T&Cs.



## **Part 7 –Ticket Exchange Terms and Conditions**

The following terms and conditions (the “**Ticket Exchange T&Cs**”) shall apply to Seasoncard Holders who wish to sell tickets to individual Matches through the Ticket Exchange. For the purposes of these Ticket Exchange T&Cs, “**Match**” or “**Matches**” shall mean, as applicable, any and all home Premier League Matches played by the Club’s first team that are placed on the Ticket Exchange and any other Matches that the Club may choose to make available via the Ticket Exchange from time to time.

### **1. Introduction**

- 1.1. During the Season, eligible Seasoncard Holders shall have the opportunity to sell tickets to Matches to which they are entitled under their Seasoncard by using the Ticket Exchange (subject to these Ticket Exchange T&Cs).
- 1.2. The Club reserves the right to void transactions completed on the Ticket Exchange that are found to be in breach of these Seasoncard T&Cs (as amended from time to time).

### **2. Pre-Requisites for sale of tickets on the Ticket Exchange**

- 2.1. All Seasoncard Holders shall be eligible to use the Ticket Exchange apart from:
  - a. Seasoncard Holders who are in arrears with their Seasoncard direct debit payments, Metrolink Matchday Season Tickets and/or Seasonal Car Park Pass;
  - b. Personal Assistants\*;
  - c. Seasoncard Holders whose Seasoncards are suspended or withdrawn; or
  - d. Seasoncard Holders who have already re-graded or relocated their ticket for the Match.
- 2.2. Eligible Seasoncard Holders may only place their own ticket on the Ticket Exchange and cannot transact on behalf of other Seasoncard Holders (including those in their “City Family Group”).

\*Eligible Seasoncard Holders who have a free of charge Personal Assistant ticket linked to their own ticket should be advised that placing their own ticket on the Ticket Exchange automatically places the linked Personal Assistant ticket onto the Ticket Exchange along with their own ticket. The eligible Seasoncard Holder and/or the Personal Assistant shall not be entitled to a refund or any other form of compensation (monetary or otherwise) in respect of the sale of the Personal Assistant ticket.

### **3. Terms of use of the Ticket Exchange**

- 3.1. Eligible Seasoncard Holders selling their ticket in respect of an individual Match (“**Sellers**”) may provisionally list their ticket for sale on the Ticket Exchange up to 4 weeks before the Match but such tickets will not be available for purchase until the earlier of:
  - a. the Match selling out; and
  - b. seven (7) days prior to the Match being played.
- 3.2. Matches will be removed from sale on the Ticket Exchange three (3) hours before kick-off on the day of the Match. The Club reserves the right to amend this timescale as necessary and at its absolute discretion.
- 3.3. Where tickets are in the Family Stand, any adult ticket must be sold in conjunction with the relevant child’s ticket.
- 3.4. Once a sale has been completed through the Ticket Exchange, the Club will deactivate the Seller’s Seasoncard for the relevant Match and the Seller has no option to cancel the transaction.
- 3.5. Sellers retain any Ticket Points associated with their ticket(s).
- 3.6. If a Seasoncard Holder attends less than 10 Premier League home Matches during the season and does not place their Seasoncard on the Ticket Exchange for the number of Premier League home Matches equivalent to the Match Difference (as defined below), then the relevant Seasoncard Holder’s Seasoncard may not be automatically renewed for the following season and any requested renewal will be granted or denied by



the Club acting in its absolute discretion. By way of example only, if 6 Premier League home Matches are attended then 4 Premier League home Matches must be listed on the Ticket Exchange.

For the purposes of this clause, “**Match Difference**” means, where a Seasoncard Holder attends less than 10 Premier League home Matches during the Season, the difference between 10 and the number of Premier League home Matches attended by that Seasoncard Holder.

#### 4. **Payments, fees and charges**

- 4.1. Payments will only be made to Sellers whose tickets are successfully resold via the Ticket Exchange.
- 4.2. Payment will be paid in to the UK nominated bank account of the Seller within 45-working days from the date the Match is played (in the unlikely event that payment cannot be processed within 45-working days, the Club will contact the Seller with an update on when payment can be expected). If a Seller does not provide a UK nominated bank account, the Seller will receive a Club voucher for the value of the ticket price within 45-working days from the date the Match is played (such voucher will be valid for 12 months from date of issue).
- 4.3. It is the Seller’s responsibility to ensure that their nominated bank details are up to date and correct, and for the avoidance of doubt, the Club shall accept no liability for funds paid into an incorrect bank account where the Seller has provided incorrect bank account details or failed to ensure their details are correct.
- 4.4. Full details of the way in which Sellers will receive payment, and the fees and charges payable by Sellers and Purchasers (where relevant), shall be set out on the Website from time to time and may be subject to change. Users of the Ticket Exchange should carefully read the information made available at the time of using the Ticket Exchange before deciding whether to proceed with the transaction.
- 4.5. For information purposes only, at the date of publication of these Ticket Exchange T&Cs:
  - a. tickets sold through the Ticket Exchange may be sold at the full, published matchday price for the relevant Premier League Match as at the point of sale (though the Club reserves the right to sell the tickets at any price, including selling Concessionary Seasoncard Tickets at non-Concessionary prices);
  - b. should the tickets be successfully sold, Sellers will receive payment as follows dependent on the type of Seasoncard held with the Club and when the Seasoncard is purchased:
    - (i) Value, Gold and Platinum: One nineteenth (1/19) of the full price paid for the Seasoncard;
    - (ii) Superbia: One nineteenth (1/19) of the highest priced Gold Seasoncard available (£920);
    - (iii) Premium Ticket: One twenty-secondth (1/22) of the full price paid for the ‘Premium Ticket – 93:20’;
  - c. please note that the payment received by the Seller shall be fixed in value and is not linked to the resale price of the ticket through the Ticket Exchange;
  - d. Purchasers will pay stated ticket price and any associated fees or charges (where relevant) plus any applicable VAT;
  - e. email communications shall be sent to Sellers as follows:
    - (i) with confirmation that the ticket has been placed on sale; and
    - (ii) as applicable, either (1) confirmation that the ticket has been sold within a reasonable period following a relevant sale; OR (2) confirmation that the ticket is unsold and their Seasoncard remains valid/active for their own use within a reasonable period following removal of the Match from the Ticket Exchange.

#### 5. **General**

- 5.1. The Club reserves the right to select at its absolute discretion those Matches that are made available through the Ticket Exchange. The Club reserves the right to remove Matches from the Ticket Exchange at any time and, in such instances, Seasoncards shall remain valid/active for that Seasoncard Holder’s own use for the relevant Match.



- 5.2. Eligible Seasoncard Holders are only permitted to use the Ticket Exchange for their own personal use and may not use the Ticket Exchange for any commercial or business purposes.
- 5.3. The Club cannot guarantee that the Ticket Exchange will be available or that access to the Ticket Exchange system will be uninterrupted, timely, secure and/or error-free.
- 5.4. The Club hereby excludes any liability for any loss, injury, costs, expenses or damage of any kind connected to the use of the Ticket Exchange, including, without limitation, any liability relating to any problem with suspension or termination of the Ticket Exchange in each cash case 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.



## **Part 8 –Disabled Supporters – Additional Terms and Conditions:**

In addition to the General T&Cs set out in Part 1 above, the following terms and conditions shall apply to any Disabled Supporter of the Club.

### **1. Concessionary Rates**

- 1.1. Disabled Supporters who can provide the Club with any of the following as proof of their disability shall be entitled to purchase a Disabled Supporter Concessionary Seasoncard:
  - a. a statement of high mobility/living allowance as issued by the Department of Work & Pensions;
  - b. receipt of either the Severe Disablement Allowance or Attendance Allowance;
  - c. blind or partially sighted registration certificate;
  - d. enhanced rate of Personal Independence Payment.

This list is not exhaustive and consideration will be given to any other evidence that can be provided, on a case by case basis.

### **2. Personal Assistant**

- 2.1. The Club will allow a Disabled Supporter to bring a free of charge Personal Assistant to every Match played at the Ground (save where a Disabled Supporter is aged 13 or under, as all supporters within that age bracket must be accompanied by an adult aged 18 and over to attend Matches) subject to the following conditions:
  - a. the Disabled Supporter must complete and submit a 'Personal Assistant Registration Form' to the Club in advance;
  - b. the Personal Assistant shall adhere to and be bound by the same terms and conditions which apply to the Disabled Supporter and it shall be the responsibility of the Disabled Supporter to inform the Personal Assistant of these requirements;
  - c. the Personal Assistant shall only attend Matches at the Ground with the Disabled Supporter, save as set out in clause 2.3 below;
  - d. the Personal Assistant's ticket is non-transferable;
  - e. the Disabled Supporter must co-operate with the Club fully, and if requested, provide further evidence that a Personal Assistant is required.
- 2.2. The Club will make every effort to allocate the Personal Assistant with a seat adjacent to the Disabled Supporter, however if this is not possible, the Club will allocate the closest available seat to the Disabled Supporter.
- 2.3. Should the Personal Assistant wish to attend a Match without the Disabled Supporter, the Personal Assistant must upgrade the Personal Assistant Seasoncard and pay the full prevailing rate to attend that particular fixture by calling Supporter Services on +44(0)161 444 1894 (option 1, option 3).
- 2.4. Please note that stewards and members of staff may carry out checks on all Seasoncard Holders or ticket holders and their attendance over the course of the Season. Any abuse of the Disabled Supporter's Concessionary scheme and/or attendance of a Personal Assistant will be dealt with severely and will result in the loss of your Seasoncard and the Club reserves the right to eject them from the Ground immediately without refund.

### **3. Relocation**

- 3.1. The Club will use reasonable endeavours to accommodate requests to relocate the seat at the Ground allocated to a Seasoncard Holder (where applicable) if the request is based upon a medical condition. The Seasoncard Holder will be required to apply to the Club in writing prior to the relevant Match(es) with supporting medical evidence stating how long the relocation will be required for.

**Last Updated: June 2019**