

# **Manchester City**

# Season Ticket 2023/24 Terms & Conditions



# **Contents and Application**

A holder of a Manchester City Football Club Season Ticket is subject to the following terms and conditions (together the "Season Ticket T&Cs") to the extent they apply to you:

Terms and Conditions	Do they apply to you?	Relevant Section of these Season Ticket T&Cs
General Terms and Conditions ("General T&Cs")	All Season Ticket Members	Part 1
Season Ticket Benefits	All Season Ticket Members	Part 2
Cup Scheme Terms and Conditions ("Cup T&Cs")	If you have elected to join the Cup Scheme	Part 3
Direct Debit Terms and Conditions ("Direct Debit T&Cs")	If you have elected to join the Direct Debit Scheme	Part 4
Metrolink Matchday Season Ticket Terms and Conditions ("MMST T&Cs")	If you have elected to purchase a Metrolink matchday season ticket	Part 5
Ticket Exchange Terms and Conditions ("Ticket Exchange T&Cs")	If you wish to sell tickets through the Club's Ticket Exchange	Part 6
Disabled Fans - Additional Terms and Conditions	If you are a Disabled Fan	Part 7

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

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

A reference in these Season Ticket T&Cs to the words "include" or "including", shall be read as being followed by the words "without limitation". References to any legislation, are references to such legislation as may be updated, amended, superseded, replaced, or repealed from time to time.



#### Part 1 - General Terms and Conditions

#### 1. Definitions and Interpretation

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

"Away Match" a Match not held at the Ground;

"Away Ground Terms" has the meaning specified in this Part 1, clause 6.2;

"Category A Match" a Premier League Match played at the Ground, between the Club and any of

(i) Manchester United Football Club, (ii) Arsenal Football Club, (iii) Chelsea Football Club, (iv) Liverpool Football Club, and (v) Tottenham Hotspur Football Club, or any other Premier League Match specified by the Club on

the Website, as constituting a category A match;

"City Family Group" a group of fans who are linked as friends and family members on a fan

account;

"Cityzens Matchday Membership" 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);

"Club" Manchester City Football Club Limited;

"Concession" a reduced rate Season Ticket available to a Season Ticket Member (excluding

purchasers of a Value Season Ticket) who falls into one of the concessionary categories set out in clause 3.1 (and "Concessionary" shall be construed

accordingly);

"Conditions of Entry" means the rules and regulations of each of the Football Authorities, the

Ground Regulations, and any specific Covid-19 prevention measures implemented by the Club and/or relevant Football Authority (including but not limited to any supporter/fan codes of conduct, or any Covid-19 code of

conduct issued by the Club from time to time);

"Cup Competition" each of the League Cup, the FA Cup, and the UEFA Competitions;

"Cup Match" any match in a Cup Competition in which the Club's first team squad

participates during the Season;

"Cup Scheme" the scheme by which Season Ticket Members (excluding Superbia Season

Ticket Members) may supplement their Season Ticket Benefits to include entitlement to attendance at Cup Matches at the Ground, as further

described in the Cup T&Cs at Part 3;

"Cup Scheme Season Ticket Members" eligible Season Ticket Members who join the Cup Scheme;

"Direct Debit Scheme" the scheme by which eligible Season Ticket Members may finance their

Season Ticket and/or Metrolink Matchday Season Tickets, as further

described in the Direct Debit T&Cs at Part 4;

"Disabled Fan" any fan 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;



"Domestic Cup Match" any match in the League Cup and FA Cup competitions in which the Club's

first team squad participates during the Season;

"Event" any event held at the Ground which is not a Match;

"Football Authority" means the Premier League, The Football League, The Football Association,

FIFA, UEFA, and any other relevant governing body of association football;

"Ground" the Etihad Stadium, Etihad Campus, Manchester M11 3FF;

"Ground Regulations" 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 on the Website;

"Guest" has the meaning specified in this Part 1, clause 7.2(b);

"Family Stand" the area of seating at the Ground which is designated as a 'family friendly'

area;

"Match or Matches" any Premier League Match or Cup Match or friendly match played by the

Club's first team squad during the Season;

"Material" has the meaning specified in this Part 1, clause 8.10;

"MCWFC" Manchester City Women's Football Club Limited;

"MCWFC Season Ticket" the product entitling the member to attend the relevant matches played by

Manchester City Women's Football Club Limited ("MCWFC") at the Ground or City Football Academy Stadium (or such other name as such stadium may be given from time to time) (as applicable), that is subject to the MCWFC Season Ticket Terms and Conditions, which will be made available on the

Website;

"Official Guidelines" UK Government and/or Football Authority rules, regulations and/or

guidance;

"Personal Assistant" an individual who is responsible for a Disabled Fan's care;

"Premier League Match" any match played by the Club's first team squad in the English Premier

League during the Season;

"Premium Seat" those seats identified as "Premium Seats - 93:20" only during the purchase

process. For the avoidance of doubt, these Season Ticket T&Cs do not cover "Premium Seats – Joe's" which are classed as a hospitality product, to which

separate terms and conditions apply;

"Purchaser" a person purchasing any number of Season Tickets;

"Relevant Date" has the meaning given to it in clause 3.1;

"Relocation Phase" a window of time in which the Club may (in its absolute discretion) give

existing Season Ticket Members the option to relocate their Season Ticket

seat to another available seat (subject at all times to availability);

"Renewal Window" the period of time stipulated by the Club on the Website and communicated

via email during which 2022/23 Season Ticket Members may renew their

Season Tickets;

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"Season" 01 July 2023 to 30 June 2024;

"Season Ticket Benefits" in respect of each Season Ticket, the benefits to which a Season Ticket

Member of that Season Ticket is entitled, as set out in Part 2;

"Season Ticket" the mobile ticket, electronic card, or other product such as a print at home

or printed ticket in the exceptional circumstances where a mobile ticket cannot be used or electronic card cannot be reprinted (and any replacement thereof) issued to each Season Ticket Member in respect of the Season which, amongst other things, admits the Season Ticket Member into the Ground at Matches which form part of such Season Ticket Member's Season

Ticket Benefits;

"Season Ticket Member" a registered holder of a Season Ticket;

"Ticket Ballot" means the opportunity to enter a ticket ballot within a defined window, for

the random allocation of Match tickets;

"Ticket Exchange" the Club's authorised ticket resale facility (if any);

"Ticket Points" Ticket Points awarded by the Club to Season Ticket Members under the

Club's point scheme in place from time to time;

"UEFA" the Union of European Football Association;

"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 in any Match;

and

"Website" the Club's website at www.mancity.com.

# 2. Types of Season Ticket and Availability

2.1. The Club currently has six (6) categories of Season Tickets 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 Season Ticket are detailed in Part 2 of these Season Ticket T&Cs.

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

Category of Season Ticket	Availability
Superbia	Available to fans of the Club by invitation only.
	Applications are subject to an acceptance process. Receipt of an invitation from the Club to purchase the Superbia Season Ticket 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 Season Ticket Member of the Superbia Season Ticket on submission of an application.
Platinum	Available to purchase by individuals who were 2022/23 Superbia, Platinum or Gold Season Ticket Members. Subject to availability, the Platinum Season Ticket may
	Season ficket Members. Subject to availability, the Flathfull Season ficket may



	then, at the Club's sole discretion, be made available for purchase by other individuals.
Gold	Initially made available to purchase by individuals who were 2022/23 Superbia, Platinum or Gold Season Ticket Members. Subject to availability, the Gold Season Ticket may then, at the Club's sole discretion, be made available for purchase by other individuals.
Silver	Initially made available to purchase by individuals who were a 2022/23 Season Ticket Member. Subject to availability, the Silver Season Ticket may then, at the Club's sole discretion, be made available for purchase by other individuals.
Value Gold	Initially made available to purchase by individuals who were a 2022/23 Season Ticket Member. Subject to availability, may (at the Club's absolute discretion) be made available for purchase by other individuals.
Premium Seating – 93:20	Initially made available to purchase by individuals who were 2022/23 Premium Seat, Superbia, Platinum or Gold Season Ticket Members. Subject to availability, the Premium Seats may then, at the Club's sole discretion, be made available for purchase by other individuals.
Hybrid – Superbia Premium Seat Season Ticket Member	Superbia Season Ticket Members may also be able to 'upgrade' their Superbia Season Ticket to benefit from the enhanced rights made available to Premium Seat Members in addition to their Superbia Season Ticket Benefits – see clause 5.2(b) below.

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

# 3. Concessionary Rates and Additional Terms applicable to Children

- 3.1. Concessionary Season Tickets are available in respect of all categories of Season Ticket apart from Value Season Tickets. Concessionary Season Tickets may only be purchased in respect of, and used by, persons that qualify for such Season Ticket as follows:
  - a. Under 18: Season Tickets may only be used by persons who will be aged 17 or under as at the Relevant Date;
  - b. 18 21: Season Tickets may only be used by persons who will be aged between 18 and 21 as at the Relevant Date;
  - c. Aged 65+: Season Tickets may only be used by persons who will be aged 65 or over as at the Relevant Date;
  - d. Disabled Fans: may only be used for individuals who fulfil the criteria set out in Part 7.

For the purposes of this clause 3.1, "Relevant Date" means the later of (i) 1 August 2023 and (ii) the date on which the Season Ticket is purchased.



- 3.2. Any person entering (or seeking to enter) the Ground with a Concessionary Season Ticket 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 Season Ticket withdrawn and no refund will be given.
- 3.3. Where the Concessionary rate relates to a particular age band of fan, proof of age must be provided upon request by the Club.
- 3.4. If a Concessionary Season Ticket Member falls outside the criteria applicable during the Season (e.g., an Under 18 Season Ticket Member turns 18) his/her/their Concessionary Season Ticket 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 Season Ticket Member turns 65 during the Season, he/she/they will not be entitled to change his/her/their existing Season Ticket to a Concessionary Season Ticket (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:
  - a. children under the age of 4 may enter the Ground for free but will not be allocated a seat unless an Under 18 Season Ticket is purchased;
  - children aged 13 or under cannot enter the Ground unless accompanied by an adult (aged 18 or over);
  - a Season Ticket purchased in respect of an individual aged 13 or under may only be purchased in conjunction with the purchase of a Season Ticket allocated to an individual aged 18 or over in seats directly next to each other;
  - d. parent(s) and/or legal guardian(s) shall, in addition to the Season Ticket Member himself/herself/themself, be responsible for the actions, conduct and compliance with the Season Ticket T&Cs and the Conditions of Entry of a Season Ticket Member who is aged 13 or under.
- 3.6. In the Family Stand, adult (i.e., over eighteen (18)) Season Ticket Members must be accompanied by a Season Ticket Member who is aged fifteen (15) or under with a maximum of three (3) adult Season Ticket Members per Season Ticket Member aged fifteen (15) and under.

# 4. <u>Purchase, Payment, and Issue</u>

- 4.1. Individuals who held a Season Ticket for the 2022/23 Season shall (unless that Season Ticket was withdrawn and/or cancelled and/or the Season Ticket Member is subject to a stadium ban which extends beyond the first three home Matches of the Season) have the option to renew their Season Ticket for the forthcoming Season during the Renewals Window only. Existing Season Ticket Members will be emailed in advance of the Renewals Window with details of how to renew (which will also be available on the Website). Note, Season Tickets of 2022/23 Season Ticket Members who opted to join the Direct Debit Scheme for the 2022/23 Season will automatically be renewed unless cancelled in accordance with the provisions of the Direct Debit T&Cs in Part 4 of the Season Ticket T&Cs. Please note, Direct Debit payments will not be required/taken until July 2023. Failure to renew within the Renewals Window by those Season Ticket Members not currently on the auto-renewal Direct Debit Scheme, will mean that your Season Ticket 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 may have the opportunity to purchase a Season Ticket (subject to availability



and eligibility criteria which will be published by the Club at the appropriate time). Please note, a limited number of Season Tickets may be available, and the Club makes no guarantee that: (a) any new Season Tickets will be made available; or (b) all those with a valid Cityzens Matchday Membership will be able to purchase a Season Ticket as they can sell out at any time. In the event that Season Tickets are available for new sales, further criteria may be applied for purchase (in the Club's sole discretion) (by way of example only, Ticket Points) and such eligibility criteria will be announced by the Club in advance of new sales.

- 4.3. Season Tickets are available for purchase by fans of the Club only. By applying to purchase/renew one or a number of Season Tickets and/or using a Season Ticket, a prospective purchaser is warranting and representing that they (and any person they are buying a Season Ticket for or who uses their Season Ticket) are a fan of the Club. Although in limited circumstances Season Tickets can be purchased on behalf of another fan of the Club, only one (1) Season Ticket can be held per individual.
- 4.4. Subject to availability, each member of a City Family Group may relocate the seats of any other member in that same City Family Group. Each Season Ticket Member that is a member of a City Family Group 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 relocate all members of the City Family Group nor to notify a Season Ticket Member of any account activity initiated by a member of their City Family Group.
- 4.5. By applying to purchase and/or renew one or several Season Tickets, a Purchaser is making an offer to the Club. A contract for the supply of the Season Ticket and any associated benefits shall be created once the Club has issued a Season Ticket to the Purchaser (or in the case of a renewal, the Club confirms that the Season Ticket has been renewed). A Purchaser purchasing a Season Ticket for anyone other than themselves, shall be deemed to be acting with the authority of such individual, including the authority to agree to these Season Ticket T&Cs.
- 4.6. The sale/ renewal of each Season Ticket is subject to the Purchaser providing the Club with payment of the relevant price:
  - a. in full at the time of purchase; or
  - b. where a Purchaser meets the qualifying criteria, (i) in instalments via the Direct Debit Scheme; or (ii) in full 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 Season Ticket Member's Season Ticket will automatically be renewed for the following Season unless the Season Ticket Member cancels the auto-renewal.
- 4.7. The price payable for each Season Ticket shall be as set out on the Website or as otherwise notified by the Club from time to time. 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 Season Ticket which has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The 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 Season Ticket/ their existing Season Ticket will be renewed (as applicable) once their application to purchase a Season Ticket 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 Season Ticket for which they have applied (as appropriate).
- 4.9. The Club shall not have any liability to any Purchaser or Season Ticket Member for any non-delivery or late delivery of any Season Ticket, ticket, documents, or other materials dispatched by the Club to the Purchaser and/or Season Ticket Member resulting from any incomplete or inaccurate personal details or addresses provided to the Club, nor any Season Ticket, ticket, documents, or other materials lost, delayed, or corrupted, or due to any computer error in transit. Should any such items purchased not arrive three (3) days before the first Premier League Match or first Cup Match of the Season, the Purchaser should contact the Club immediately.
- 4.10. 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 Season Ticket Member's identification and/or other information with regards the Purchaser's Season Ticket purchase. The Purchaser and Season Ticket Member shall cooperate with the Club in connection with the same.
- 4.11. Save for Silver Season Ticket Holders (who are instead subject to clause 4.12), Season Ticket Members must (as a minimum) either:
  - (a) personally attend 10 Premier League Matches; or
  - (b) list their Season Ticket on the Ticket Exchange, for 10 Premier League Matches (in accordance with the Ticket Exchange T&Cs); or
  - (c) transfer their Season Ticket, for 10 Premier League Matches, to a member of their City Family Group.

For the avoidance of doubt, a combination of 4.11(a), (b) and/or (c) is permitted in compliance with this clause (for example only, a member may personally attend 7 Premier League Matches, and list their Season Ticket on the Ticket Exchange for 3 Premier League Matches).

- 4.12. Silver Season Ticket Holders must (as a minimum) either:
  - (a) personally attend 7 Premier League Matches; or
  - (b) list their Season Ticket on the Ticket Exchange, for 7 Premier League Matches (in accordance with the Ticket Exchange T&Cs); or
  - (c) transfer their Season Ticket, for 7 Premier League Matches, to a member of their City Family Group.

For the avoidance of doubt, a combination of 4.12(a), (b) and/or (c) is permitted in compliance with this clause.

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

- 5.1. Save as permitted in clause 5.2 below, once purchased, a Season Ticket Member shall not be entitled to cancel, upgrade, or downgrade their Season Ticket 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 Season Ticket 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). 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 Fan Support on +44 (0)161 444 1894 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 Season Ticket to a "Superbia Premium Seat Season Ticket" during the Relocations Phase. Note this upgrade would apply for the remainder of the Season and would entitle the Season Ticket Member to the enhanced benefits made available to Premium Seat Members (see Part 2 for Season Ticket Benefits) in addition to its existing Superbia Season Ticket Benefits.
- 5.3. The Club is unable to give any guarantees that any Match will take place at a particular time or on a particular date or that there will not be further restrictions imposed on entry to the Ground and/or the number of fans who are permitted at the Ground. The Club reserves the right to (i) reschedule or cancel any Match and/or (ii) cancel a ticket for a particular Match due to compliance with Official Guidelines without any liability whatsoever. Where reasonably practicable, the Club shall endeavour to publicise any fixture changes in advance via the Website and notify Season Ticket Members of fixture changes via email. In the event of the postponement or abandonment of the Match (or if the Match has to be played behind closed doors), the following options shall be available:
  - a. where a Match is rescheduled, the Season Ticket Member shall be entitled to: (i) attend the rescheduled Match; or (ii) transfer their Season Ticket to a member of their City Family Group in respect of the rescheduled Match; or (iii) place their ticket on the Ticket Exchange in accordance with the Ticket Exchange T&Cs in Section 7;
  - b. in the event that the Match is played behind closed doors and fans are not permitted to attend, the Season Ticket Member shall, subject to clause 5.4, be entitled to request a refund, dependent on the type of Season Ticket held with the Club and when the Season Ticket is purchased:
    - (i) Value, Gold, and Platinum: One nineteenth (1/19) of the full price paid for the Season Ticket;
    - (ii) Silver: One fourteenth (1/14) of the full price paid for the Season Ticket;
    - (iii) Superbia: One nineteenth (1/19) of the highest priced Gold Season Ticket available (£950);
    - (iv) Premium Ticket: One twenty-secondth (1/22) of the full price paid for the 'Premium Ticket 93:20';
  - b. in the event the Official Guidelines change and as a result the Club needs to reduce the number of tickets available for a particular Match, the Club will seek to offer a Ticket Ballot for the Match and the Season Ticket Member shall be entitled to: (i) enter for an opportunity to purchase a ticket through the Ticket Ballot (subject to availability, meeting any stipulated sales criteria and all applicable Ticket Ballot terms and conditions). Due to limited availability in this scenario, the Club may elect to implement specific sales criteria which may limit the Season Ticket Member's eligibility to apply); or (ii) request a refund in accordance with clause 5.4, dependent on the type of Season Ticket held with the club and when the Season Ticket is purchased. If a refund is issued, it will be prorated as follows:
    - (i) Value, Gold, and Platinum: One nineteenth (1/19) of the full price paid for the Season Ticket;
    - (ii) Silver: One fourteenth (1/14) of the full price paid for the Season Ticket;
    - (iii) Superbia: One nineteenth (1/19) of the highest priced Gold Season Ticket available (£950);



- (iv) Premium Ticket: One twenty-secondth (1/22) of the full price paid for the 'Premium Ticket 93:20';
- 5.4. A refund pursuant to clauses 5.3 will only be issued on the: (i) cancellation of the ticket for the particular Match within the timeframe notified by the Club; and (ii) satisfactory identification that the individual requesting the refund is the Season Ticket Member. The final decision shall at all times belong to the Club.

#### 6. Away Matches

- 6.1. Away Match tickets included or offered in accordance with the Season Ticket Benefits are subject to the Club's Away Ticket Terms & Conditions (available on the Website).
- 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, Football Authority and competition organiser, including in respect of ticket availability and allocation over which the Club has no control (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 available on the Website); and (iii) Official Guidelines in place at the time.
- 6.3. The Club is not responsible for any issues relating to access and safety at any away ground. If a Season Ticket Member 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 Season Ticket T&Cs and clause 10 will apply. The Club shall not be liable to any Season Ticket Member 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 Season Ticket; Transfer of Season Ticket and Cessation of Rights

- 7.1. Save as permitted in clauses 7.2 and 7.3, each Season Ticket (and all associated rights and benefits) is issued for the sole use of, and is personal to, the Season Ticket Member and neither the Purchaser nor any Season Ticket Member shall sell, assign, or transfer their Season Ticket (or any Season Ticket Benefits) to any other person without the prior written consent of the Club. The reference to selling a Season Ticket shall include selling all or any of the rights associated with the Season Ticket (e.g., rights in respect of individual Matches) and includes: (i) offering to sell a Season Ticket (or any Season Ticket Benefits) (including, via any online auction, websites, social networking or media sites); (ii) exposing a Season Ticket (or any Season Ticket Benefits) available for sale by another; and/or (iv) advertising that a Season Ticket (or any Season Ticket Benefits) is available for purchase. For the avoidance of doubt (and by way of example only) a Season Ticket (or any Season Ticket 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 any Football Authority or the Club as applicable).
- 7.2. A Season Ticket may be used by/ transferred to another individual in the following circumstances (and in accordance with <a href="https://www.mancity.com/mobiletickets/ticket-transfer/ticket-transfer-guide">https://www.mancity.com/mobiletickets/ticket-transfer/ticket-transfer-guide</a>):
  - a. if a Season Ticket Member is unable to attend a Match, that Season Ticket Member may temporarily allow a person in the same City Family Group via his/her/their online account to use their Season Ticket to allow that individual to attend such Match,

subject to the following conditions:



- (i) compliance with Official Guidelines or Covid-19 specific requirements implemented by the Club or any relevant Football Authority (and the Club reserves the right to suspend the right to transfer use of their Season Ticket if any transfer would be in breach of Official Guidelines);
- (ii) such purchase/ transfer must not be made in the course of business, for any commercial purpose or to facilitate any third party's business;
- (iii) the transfer must be free of charge and if a concessionary priced Season Ticket is transferred to an individual who would not benefit from such concession, such transfer will only be permitted on payment to the Club of a relevant upgrade price;
- (iv) such purchase/ transfer must not breach clauses 3.1, 4.1 or 7.1 above; and
- (v) the Season Ticket Member/ Guest (as applicable) shall adhere to and be bound by these Season Ticket T&Cs and the Conditions of Entry which (save for any rights to transfer under this clause 7.2) apply to and bind each Season Ticket Member/ Guest (as applicable) as if he/she/they were the original purchaser and intended user of that Season Ticket (and any obligations/ restrictions in these Season Ticket T&Cs which are stated as applying to the Season Ticket Member 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 Season Ticket Members and any Guests of these requirements.
- 7.3. To the extent the Club is operating a Ticket Exchange in respect of the relevant Match, a permitted transfer of a Season Ticket 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 6 (it being acknowledged that the Club may have to implement Covid-19 specific requirements that may impact on its ability to offer the Ticket Exchange).
- 7.4. In circumstances where a Season Ticket Member passes away, the Season Ticket may be retained in the family on the basis that the Season Ticket 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, fan/supporter number, address and contact details (email and contact telephone number) of the deceased fan; (iv) the name, any existing fan/supporter number, address, contact details (email and contact telephone number) and date of birth of the family member to which the Season Ticket is to be transferred; and (v) if requested, photo ID. Please note that in these circumstances, any Ticket Points accrued on the deceased fan'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). The Club may, at its absolute discretion, consider a refund in respect of any Matches unattended at the time of the Season Ticket Member's death, to the Season Ticket Member's estate/ personal representative.
- 7.5. The unauthorised sale or disposal of a Season Ticket 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:
  - a. the Club may notify the Police and/or the Football Authorities 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;
  - b. the Club shall make any such enquiries as the Club considers necessary; and/or



- c. such conduct shall be deemed to be a serious breach of these Season Ticket T&Cs by the Purchaser and/or Season Ticket Member.
- 7.6. If a Season Ticket Member 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 Season Tickets will remain the property of the Club at all times and may be confiscated, cancelled, or withdrawn by the Club in accordance with these Season Ticket T&Cs at any time. If the Purchaser fails to return a Season Ticket when required, it shall be deemed to be in breach of these Season Ticket T&Cs and, for the avoidance of doubt, the provisions of clause 10 will apply.

#### 8. Entry into the Ground

- 8.1. To gain admission to the Ground, a valid Season Ticket must be presented.
- 8.2. Season Tickets must also be produced along with evidence of identity, age, and/or address if required at any time by any official, steward or employee of the Club or any police officer.
- 8.3. Entry into the Ground is subject always to:
  - a. the Conditions of Entry, including the Ground Regulations; and
  - b. if applicable, any covid-19 specific requirements implemented by the Club having been met to the Club's satisfaction (e.g., health questionnaire, temperature check).
- 8.4. By purchasing and/or holding a Season Ticket and/or using a Season Ticket you:
  - a. certify that you have read, understood, and accepted these Season Ticket T&Cs and the Conditions of Entry (including the Ground Regulations);
  - b. agree to be bound by and to comply with these Season Ticket T&Cs and the Conditions of Entry (including the Ground Regulations); and
  - c. agree to bring to the attention of others, as required above, these Season Ticket T&Cs and the Conditions of Entry (including the Ground Regulations).
- 8.5. A Season Ticket permits the member to occupy the seat indicated on the Season Ticket 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 8.7 below). Nothing in these Season Ticket T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket during the Season or in any subsequent season. The Club may at its sole discretion allocate the Season Ticket Member with a different seat at any time (including in the case of seating restrictions due to Official Guidelines, impositions by any Football Authority or stadia development, operational reasons including stadia repair, maintenance, or redevelopment or for reasons of safety, security, or crowd control).
- 8.6. Where a Ticket Member's seat is changed within the Relocation Phase (either by the Ticket Member themselves or by a friend or family member in their City Family Group), that Ticket Member acknowledges and agrees that the existing seat will become available for other fans to purchase, and the Ticket Member accepts that any rights they may have to retain that seat for the 2023/24 Season will be immediately lost. The Club shall not accept any liability for any seat locations forfeited in such way.
- 8.7. The Club reserves the right in its sole discretion to temporarily allocate to a Season Ticket Member an alternative seat in the Ground of equal or greater value than that normally allocated if:
  - a. the part of the Ground in which the Season Ticket Member's seat is located is closed for operational reasons, maintenance, repairs, or re-structure;
  - b. the Visiting Club is allocated part of the Ground in which the Season Ticket Member's seat is located;



- c. the relocation is necessary to comply with any requirements of any Football Authority in respect of any Match played at the Ground;
- d. it is deemed necessary to ensure compliance with Official Guidelines or to comply with any other measures which the Club considers necessary or prudent to minimise the risk of transmission of COVID-19 or any other infectious disease; and/or
- e. the Club, the police, or any other relevant authority (including any Football Authority) consider that a relocation is necessary in the interests of safety, public order, or crowd control.
- 8.8. Season Ticket Members agree to remain in their allocated seats wherever possible and shall in no circumstances sit in any seat other than their allocated seat even if other seats appear empty.
- 8.9. Season Ticket Members 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 Season Ticket T&Cs. Any Season Ticket Member who is found or is reported to be abusing any football player, fan, Match official, member of staff or any other individual in or around the Ground will face arrest and prosecution by the police and a banning order by the Club (and/or any other clubs or authorities).
- 8.10. Save as set out in clause 8.11 below, you must 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 relevant Football Authority and/or the Club (as applicable) and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the relevant Football Authority, 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.
- 8.11. 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, via social networking/ media sites.

#### 8.12. Season Ticket Members will:

- a. not bring into the Ground any food or drink items. Only food and drink items purchased (subject to operation and availability) 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 bring into, use, or display within the Ground any sponsorship, promotional or marketing materials;
- c. not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the



- lawful distribution of text publications in any format (for example, fanzines) which do not infringe clause 8.9 where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order;
- d. adhere to any relevant dress code in place at the Ground. Season Ticket Members who do not, in the reasonable opinion of the Club, comply with the relevant dress code will not be admitted to the Ground;
- e. not attempt to gain access to the Ground wearing or carrying apparel (including hats and/or scarves) that demonstrates support for a team other than the Club. Any such attempt may result in admission being refused or the relevant individual being ejected from the Ground;
- f. not bring any golf umbrellas (or any other similar large umbrellas) into the Ground. Any such equipment may be confiscated by the Club;
- g. comply with any size restrictions with regards bags brought into the Ground as may be communicated by the Club from time to time; and
- h. submit any bags or items brought to the Ground for such security searches as may be required by the Club. A bag policy (available on the Website) is in operation at the Ground.
- 8.13. The Club reserves the right to refuse entry to/ eject any person from the Ground who (in the Club's reasonable opinion) attempts to undertake any action in contravention of clauses 8.9 and/or 8.10 and to withdraw or suspend the individual's Season Ticket at the Club's discretion (and no refund will be given).

# 9. <u>Lost, stolen and damaged Season Tickets</u>

9.1. The Club is not responsible for and shall not be obligated to admit entry to a Season Ticket Member in respect of, any Season Ticket or ticket which is lost, stolen, forgotten, damaged, defaced, destroyed, or is not clearly visible, or not available due to the device on which it being displayed having any technical issues, or not being adequately charged. "Screenshots" and/or pictures will not be accepted. A duplicate of any such Season Ticket or ticket may be provided to the Season Ticket Member at the Club's absolute discretion, subject to: (i) (in certain circumstances and at the Club's discretion) the requirement that the Season Ticket Member attend the Club's 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 Season Ticket or ticket is damaged, defaced or destroyed will be determined by the Club acting in its sole discretion and such discretion may be exercised on the attempted entry to any Match, resulting in the refusal of admittance to such Match (without refund). It is each Season Ticket Member's sole responsibility to ensure his/her/their Season Ticket remains in good condition and/or that the device on which it is stored is fully charged and free from defects which would render the Season Ticket inaccessible.

# 10. <u>Cancellation and Withdrawal of a Season Ticket / Ejection from or Refusal of Entry to the Ground</u>

- 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 Season Ticket Member 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 Season Ticket (including, use of the Season Ticket and all other Season Ticket Benefits);
  - c. exclude (indefinitely or for a period determined by the Club) a Purchaser, Season Ticket Member and/or any Guest from using and/or applying to purchase any future Season Ticket or ticket (including any associated benefits);
  - d. provide the police and any other relevant authorities including any Football Authority and/or any other football clubs with relevant information,

in any of the following circumstances:



- the Season Ticket Member (or any person in possession of the relevant Season Ticket or ticket) breaches any of the Season Ticket T&Cs, the Conditions of Entry, or the terms and conditions of any other Club related scheme (or the Club has reasonable grounds to suspect such breach); or
- (ii) the Club reasonably suspects that entry into the Ground by the Season Ticket Member (or any person in possession of the Season Ticket Member's Season Ticket) will result in a breach of these Season Ticket T&Cs, Conditions of Entry or the terms and conditions of any other Club related scheme; or
- (iii) the Club reasonably suspects that a Season Ticket Member's Season Ticket has been offered for re-sale, re-sold or transferred in contravention of these Season Ticket T&Cs;
- (iv) the Purchaser and/or Season Ticket Member 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 Season Ticket Member (or any person in possession of the relevant Season Ticket or ticket) engages in any abusive, dangerous, or other unacceptable behaviour (including any breach (where applicable) of the Premier League's Commitment Regarding Abusive and Discriminatory Conduct (the "Commitment"), any breach of clause 8.12 or 10.2 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 these Season Ticket 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 Season Ticket (including but not limited to the use of a Season Ticket 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 (and where applicable, any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment);
  - 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;
  - I. 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 8.8 8.12 above;
  - o. any failure or refusal to observe the lawful instructions of the police or the Club (including its representatives e.g., stewarding staff);



- failure or refusal to observe any COVID-19 prevention measures as may be in place, including any breach of any specific Covid-19 prevention measures implemented by the Club and/or relevant Football Authority; and
- q. 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 Season Ticket.

The Club will not be obliged to make any refund to any Purchaser or Season Ticket Member in respect of any ejection from or refusal of entry to the Ground or in respect of any Season Ticket 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 Season Ticket Member whose Season Ticket is cancelled, suspended, or withdrawn in accordance with these Season Ticket T&Cs, or if the Season Ticket Member is refused admission or ejected from the Ground or any other sporting venue anywhere in the world.

# 11. Change of Details

- 11.1. Purchasers and/or Season Ticket Members should promptly notify the Club of any change of details (including, changes to payment details, addresses and/or contact details) by:
  - a. using the online facility on the Website;
  - b. telephoning the Club on +44 (0) 161 444 1894;
  - c. visiting the Club's ticket office in person; or
  - d. writing to the Club, for the attention of 'Fan Support', quoting the relevant Season Ticket number.

Season Ticket Members 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. <u>Exclusion of Liability</u>

- 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 Season Ticket T&Cs which is caused by circumstances outside of the Club's reasonable control. Such circumstances shall include weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, inevitable accidents, supervening legislation, compliance with law or regulation and/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;
  - d. the requirement to play Matches behind closed doors; and
  - e. 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 Season Ticket T&Cs shall exclude or limit the Club's liability for:
  - a. death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or
  - b. any other conduct for which liability may not be excluded or limited as a matter of English law.



#### 13. Data Protection

- 13.1. Each Purchaser and Season Ticket Member acknowledges and agrees that the Club will hold and process data relating to them, which may include personal data, for administrative, security and legal purposes. The personal data provided to the Club in the purchase of a Season Ticket, Match ticket or Metrolink Matchday Season Ticket shall be collected, processed, stored, transferred and used by the Club in accordance with the Data Protection Act 2018 (implementing the General Data Protection Regulation 2016/679)) and the Club's Privacy Policy (available on the Website http://www.mancity.com/common/privacy ("Privacy Policy"). In particular, the Club may share a Season Ticket Member's personal data, including name, date of birth, photograph, contact details and information about ticket purchases (including payment details) with other football clubs, any Football Authority and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic, or discriminatory abuse, chanting or harassment and with enforcing sanctions under the Commitment. The Club may also share data in order to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. For more information on how the Club processes and shares personal data, please consult the Club's Privacy Policy.
- 13.2. All persons who enter the Ground using a Season Ticket 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, one or more Football Authority, or other third parties, and use of a Season Ticket to enter the Ground constitutes consent to such use.
- 13.3. All Season Ticket Members agree that the Matches for which the Season Tickets 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 Season Ticket T&Cs (and all documents referred to herein) comprise the entire agreement between the Club and you in relation to the purchase of a Season Ticket and all ancillary benefits.
- 14.2. The Club reserves the right to make amendments to these Season Ticket T&Cs from time to time, provided that the amendments shall not result in any Season Ticket Member receiving any less than the same or substantially similar benefits to those that the Season Ticket Member was entitled to receive prior to such amendments in relation to the Season. Up to date versions of the Season Ticket 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 Season Ticket T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Season Ticket 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, 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 Season Ticket T&Cs or by law shall not constitute a waiver of that right, power, or remedy.



- 14.6. Notwithstanding any other provision in these Season Ticket T&Cs and apart from any Football Authority, no other person other than the Purchaser or Season Ticket Member (as applicable) or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 ("Act") to rely on or enforce any term of these Season Ticket T&Cs. Nothing in these Season Ticket T&Cs shall affect any right or remedy of a third party that exists or is available other than as a result of the Act.
- 14.7. These Season Ticket T&Cs shall be governed by and interpreted in accordance with English law and are subject to the exclusive jurisdiction of the courts of England.



# Part 2 – Season Ticket Benefits

# 1. Match Entitlements

1.1. A Season Ticket will entitle the Season Ticket Member to attend the following Matches during the Season:

	Superbia	Platinum	Gold	Silver	Value	Premium Seating
Premier League Home Matches	All	All	All	Fourteen (14) guaranteed (being all except Category A Matches (priority to purchase these matches will be given to the Silver Season Ticket Mombor)	All	All
Premier League Away Matches	All but see clause 1.2 below	N/A	N/A	Member)) N/A	N/A	N/A
FA Cup Home Matches	All	N/A	N/A	N/A	N/A	The first three (3) home domestic Cup matches during the Season but see clause 1.3 below
FA Cup Away Matches	All but see clause 1.2 below	N/A	N/A	N/A	N/A	N/A
League Cup Home Matches	All	N/A	N/A	N/A	N/A	The first three (3) home domestic Cup matches during the Season but see clause 1.3 below
League Cup Away Matches	All but see clause 1.2 below	N/A	N/A	N/A	N/A	N/A
UEFA Competition Home Matches	All	N/A	N/A	N/A	N/A	N/A



UEFA	All	N/A	N/A	N/A	N/A	N/A
Competition	but see					
Away	clause 1.2					
Matches	below					
Pre-season	All	N/A	N/A	N/A	N/A	N/A
friendly						
home and						
away						
Matches						

- 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 Season Ticket Member with the Away Match ticket allocations specified above. In the unlikely event this occurs, the number of Ticket Points of each Superbia Season Ticket Member will be used to determine priority of allocation, with those with the highest number of Ticket Points taking priority. Each Season Ticket Member 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 Season Ticket or a Season Ticket Member if:
  - a. the Club fails to qualify for or proceed past the initial round of any Cup Competition; or
  - b. the Superbia Season Ticket Member does not receive nineteen (19) Premier League Away Match tickets due to the circumstances described in clause 1.2 above; or
  - c. 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, Season Ticket Members will also be entitled to:

	Superbia	Platinum	Silver	Gold	Value	Premium Seats
Ticket Points on Purchase of a Season Ticket (Ticket Points allocated prior to the start of the season).	2,000	380	140	190	190	380
Double Ticket Points for other home ticket purchases (Ticket Points allocated within 7-working days of the Match taking place).	N/A as all matches are included	<b>√</b>	8	8	8	<b>√</b>
Select an available seat at the Ground which will be allocated to Season Ticket Members for the Season for all-inclusive home Matches	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	Allocated Seat is chosen by the Club	<b>√</b>



						CITY
(subject to availability and clauses 8.6 and 8.7 of the General T&Cs)						
Sell Premier League tickets via the Ticket Exchange facility in accordance with the Ticket Exchange T&Cs (as set out in Part 6 of these Season Ticket T&Cs)	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>
Ticket Transfer to members of his/her/their City Family Group	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>
Entry or priority access (depending on availability) to official Season Ticket Member events arranged by the Club	<b>√</b>	<b>√</b>	<b>√</b>	•	<b>√</b>	<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>√</b> 15%	<b>√</b> 10%	<b>√</b> 10%	<b>√</b> 10%	<b>√</b> 10%	<b>√</b> 15%
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.	N/A as all matches included	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	See clause 2.2 below
Exclusive window to purchase tickets for matches in each Cup Competition (where the Season Ticket Member has not signed up to the Club's Cup Scheme)  See clause 2.3 below	N/A as all matches included	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>
An MCWFC Season Ticket (separate terms and conditions apply)	<b>√</b>	Option to purchase	Option to purchase	Option to purchase	Option to purchase	Option to purchase
An option to purchase a Metrolink Matchday Season Ticket (subject to availability and the Metrolink Matchday Season Ticket T&Cs)	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>



If required to relocate, exclusive priority window to select alternative seats	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>
10% discount at the City Store shop or online	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>
20% discount on Stadium tours	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>
Other						*Please
						see
						below

<sup>\*</sup> 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 Season Ticket Member's option to subscribe to a Cup Scheme, although certain Cup Competition Matches may form part of the Premium Seat Season Ticket Benefits, Premium Seat Members (save for Superbia Premium Seat Members) 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 Season Ticket Members who purchase tickets to a Cup Match, the Club cannot guarantee that a Season Ticket Member'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. Season Tickets do not automatically include access to any of the Club's reserve team matches; and
- b. the Club shall not be required to provide Season Ticket Members 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 Season Ticket Benefits set out in Part 2, the following terms and conditions ("Cup T&Cs") shall apply to Season Ticket Members who join a Cup Scheme ("Cup Scheme Season Ticket Members") (in respect of each Cup Scheme which the Season Ticket Member 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 Season Ticket Members save for Superbia Season Ticket Members or Superbia Premium Seat Members.

**Note**: Where an eligible 2022/23 Season Ticket Member has joined the Direct Debit Scheme and their Season Ticket has been automatically renewed for the 2023/24 season on that basis, membership of any Cup Schemes joined by that Season Ticket Member in previous Seasons will not renew automatically.

- 2.2. Eligible Season Ticket Members shall be entitled to apply to join each of the Cup Schemes individually (for the avoidance of doubt, eligible Season Ticket Members can join any or all the Cup Schemes).
- 2.3. Premium Seat Members: although Cup games may form part of their Season Ticket Benefits, Premium Seat Members (save for Superbia Premium Seat Members) 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 Season Ticket Members 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 Season Ticket Members who have not joined the relevant Cup Scheme (except for Superbia Season Ticket Members who are entitled to attend such Matches as part of their Season Ticket Benefits). Priority between Cup Scheme Season Ticket Members 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 Season Ticket Members 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 Season Ticket Member to the Club (which must be either credit or debit card payment details) and the Season Ticket Member 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 Season Ticket Members 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 Season Ticket Member as a result of payment being collected in this way;
- c. for the FA Cup Scheme and League Cup Scheme only (all Season Tickets 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 Season Ticket Members by the Club on the Website, and at the Club ticket office. Please note there is no price cap for Premium Seat Members 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 Season Ticket Members 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 Season Ticket Members 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.
- 3.5. Please note: the Club cannot make any guarantees that Official Guidelines may not change and as a result the Club may need to: (i) reduce the number of tickets available for a particular Match; and/or (ii) tighten eligibility requirements for the Cup Scheme; and/or (iii) introduce a ballot system for tickets.

# 4. Cup Scheme Specific Terms

- 4.1. Where valid payment is received, the Cup Scheme Season Ticket Member's Season Ticket will be activated to allow entry to the Ground for the relevant Cup Match.
- 4.2. It is the responsibility of each Cup Scheme Season Ticket Member to keep the Club informed of any changes to that Cup Scheme Season Ticket Member's payment details. If payment is declined for any reason (or if the Cup Scheme Season Ticket Member otherwise indicates to the Club that the Cup Scheme Season Ticket Member wishes to leave the Cup Scheme):
  - a. the Cup Scheme Season Ticket Member will not be permitted entry to the relevant Match; and
  - b. that Cup Scheme Season Ticket Member'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 Season Ticket Member 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, Season Ticket Members must have registered to join the relevant Cup Scheme(s) by the following dates:
  - a. Joining all three (3) Cup Schemes, by 23 August 2023;
  - b. The UEFA Competition Cup Scheme, by 23 August 2023;
  - c. The League Cup Scheme, by 23 August 2023;
  - d. The FA Cup Scheme, by 30 November 2023.



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 Season Ticket Member 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 Season Ticket Member 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/their own personal use.
- 4.7. Should a Cup Scheme Season Ticket Member be required to relocate for a Cup Match at the Ground in accordance with clause 8.6 or 8.7 of the General T&Cs, the Club will provide a period for Cup Scheme Season Ticket Members to select alternative seats before seats are offered to Season Ticket Members who have not joined the relevant Cup Scheme (other than Superbia Season Ticket Members). This period will be determined by the Club and notified to the Cup Scheme Season Ticket Members affected. The Season Ticket will be activated but the Season Ticket Member must sit in the relocated seat, which will have been advised at point of sale. The Club reserves the right to resell the Season Ticket Member's original seat if it is made available again for the Match. The Season Ticket Member is not entitled to be notified of this and the fan who has purchased the Season Ticket Member's original seat is entitled to sit there.
- 4.8. If an Away Match is relocated to the Ground for any reason (including for safety reasons) but is deemed to be an Away Match for the purposes of the relevant Cup Competition, the Cup Scheme Season Ticket Member 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 Season Ticket Member (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 Season Ticket Members who wish to purchase a Season Ticket and/or Metrolink Matchday Season Ticket, 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 Season Ticket Member; and
  - c. ensure that their application (including any amendments) is received by the Club by 5pm on Monday 20<sup>th</sup> June 2023.
- 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 Season Ticket(s) either in full, or 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 Season Ticket and the amount of each instalment will be confirmed to the Purchaser on application for the Direct Debit Scheme and may differ from the amounts shown below which are for illustration purposes only.

	alment edule	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 Season Ticket purchased under the Direct Debit Scheme will be no more than the cash price of the Season Ticket.
- 4. It shall remain the responsibility of the Purchaser to ensure that all instalments (or full payment, where paying in full by direct debit) are paid to the Club on the relevant instalment due date. The time for payment of each instalment (or full payment if applicable) shall be of the essence.



- 5. If an instalment or payment (if paying in full) 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 or payment (if paying in full) is promptly paid to the Club. It shall remain the responsibility of the Purchaser to contact Fan Support by the date provided in any notification received regarding the failed instalment(s) or payment (if paying in full).
- 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 Season Ticket Member shall have a grace period of 7 days following notification of the failed instalment or payment (if paying in full) to pay the failed instalment or payment (if paying in full));
  - c. remove the Season Ticket Member from the Direct Debit Scheme and require payment in full for the remaining balance outstanding against the Season Ticket (save on the first occasion, where the Season Ticket Member shall have a grace period of 14 days following notification of the failed instalment or payment (if paying in full) to pay the failed instalment or payment (if paying in full));
  - d. terminate and cancel or suspend the Purchaser's Season Ticket for all remaining fixtures (save on the first occasion, where the Season Ticket Member shall have a grace period of 21 days following notification of the failed instalment or payment (if paying in full) to pay the failed instalment or payment (if paying in full));
  - e. revoke all Ticket Points and all Season Ticket Benefits acquired by the Season Ticket Member;
  - f. restrict the Purchaser from renewing the Season Ticket(s) in the future, or restrict or refuse the availability of the Direct Debit Scheme to the Purchaser in the future;
  - g. prohibit the Purchaser from using their Season Ticket to enter any Match or from purchasing tickets to any future Match or any other Club products/services; and/or
  - h. 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 Season Ticket 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 ten working days. The Purchaser will have the option of paying the balance outstanding against their Season Ticket within 30 days of the withdrawal of the Direct Debit Scheme or cancelling their Season Ticket from the date that the next instalment or payment 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 or payment dates) must be given to the Club no later than ten working days in advance of the next due instalment or payment.
- 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 ten working days in advance of the next instalment or payment failing due. The Purchaser must pay any outstanding balance against the Season Ticket in full when informing the Club of their intent to cancel the Direct Debit Scheme. If any outstanding balances against the Season Ticket are not paid at this time, the Club reserves the right to exercise the rights set out in clause 6 (a) (h) above. For the avoidance of doubt, this is merely a right to amend the method of payment and not a right to cancel the Season Ticket.



- 11. If a Purchaser cancels their own Direct Debit mandate, the Club may remove the Purchaser from the Direct Debit Scheme unless within seven 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 Season Ticket 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 Season Ticket will automatically be renewed for the following Season (including any qualifying add-on product purchased the previous Season, e.g., Cup Schemes and Metrolink Matchday Season Tickets). A Purchaser shall continue to be automatically enrolled in the Direct Debit Scheme each Season unless the Purchaser: (i) cancels the Season Ticket 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 Season Ticket shall therefore, subject to clause 15, automatically renew on an annual basis each Season in accordance with the following process:
  - within a reasonable timeframe prior to the end of each Season, the Club shall inform the Purchaser of: (i) the date on which the Season Ticket shall automatically renew (the "Renewal Date"); (ii) the price payable in respect of that Purchaser's Season Ticket 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 Season Ticket;
  - b. the Club shall take payment for the renewal of the Purchaser's Season Ticket 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 Season Ticket using another payment method, they should inform the Club prior to the Renewal Date;
  - c. if a Purchaser does not wish to renew their Season Ticket for the subsequent Season, the fan must notify the Club in writing in the manner specified in the renewal notice;
  - d. if the Club does not receive confirmation from the Purchaser that they do not wish to renew their Season Ticket for the subsequent Season (in accordance with the methods set out in the renewal notice) then:
    - the Purchaser's Season Ticket shall automatically renew on the Renewal Date for the subsequent Season and the Purchaser shall not have any further right to cancel their Season Ticket 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 Season Ticket from the automatic renewal process and/or amend such renewal process provided it is communicated to Purchasers sufficiently in advance.
- 16. If a Season Ticket Member does not comply with the terms of clause 4.11 or 4.12 (as applicable), then the relevant Season Ticket Member's Season Ticket 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.



17.	Please note that the automatic renewals process and Direct Debit Scheme is no guarantee that a Purchase
	will be entitled to a Season Ticket 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 Season Ticket Members who choose to purchase a Metrolink Matchday Season Ticket ("**MMST**").

- 1. A MMST entitles members 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 Season Ticket for the 2023/24 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/their 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 <a href="https://www.metrolink.co.uk">www.metrolink.co.uk</a>.
- 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 a 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. Keolis Amey Metrolink (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 neither the Club nor Metrolink RATP Dev UK accepts no liability for loss, expense or inconvenience arising because of lack of accommodation for MMST 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 <a href="https://www.tfgm.com/public-transport/tram/mancity-terms-and-conditions">https://www.tfgm.com/public-transport/tram/mancity-terms-and-conditions</a>. 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, Metrolink RATP Dev UK and/or TfGM, changes in the provision of the service and/or any other act or omission of Metrolink, Metrolink RATP Dev UK and/or TfGM.
- 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 Season Ticket Member's MMST contract and/or prevent the Season Ticket Member from entering the Ground, if the Season Ticket Member has any debts with the Club in respect of their Season Ticket and/or MMST, or is otherwise in breach of any of the Season Ticket T&Cs.



**Please note:** Metrolink anticipates that there may be disruption to its services during the 2023/24 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: <a href="https://tfgm.com/public-transport/tram">https://tfgm.com/public-transport/tram</a>.



#### Part 6 - Ticket Exchange Terms and Conditions

The following terms and conditions (the "Ticket Exchange T&Cs") shall apply to Season Ticket Members 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. In the event the Ticket Exchange is developed, or the processes related to the Ticket Exchange are changed during the Season, these Ticket Exchange T&Cs may be subject to change. Therefore, prior to using the Ticket Exchange, all eligible Season Ticket Members are encouraged to review these Ticket Exchange T&Cs, as any updates will be made available on the Website.

#### 1. Introduction

- 1.1. During the Season, eligible Season Ticket Members shall have the opportunity to sell tickets to Matches to which they are entitled under their Season Ticket 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 Season Ticket T&Cs (as amended from time to time).

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

- 2.1. All Season Ticket Members shall be eligible to use the Ticket Exchange apart from:
  - a. Season Ticket Members who are in arrears with their Season Ticket direct debit payments or Metrolink Matchday Season Ticket payments;
  - b. Personal Assistants\*:
  - c. Season Ticket Members whose Season Tickets are suspended or withdrawn; or
  - d. Season Ticket Members who have already re-graded or relocated their ticket for the Match.

\*Eligible Season Ticket Members 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 Season Ticket Member 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.

2.2. Eligible Season Ticket Members may only place their own ticket on the Ticket Exchange and may also do this on behalf of any other season ticket for which they were the lead purchaser. They cannot transact on behalf of any other Season Ticket Members who they are not the lead purchaser for (including those named in their City Family Group).

# 3. Terms of use of the Ticket Exchange

- 3.1. Eligible Season Ticket Members selling their ticket in respect of an individual Match ("Sellers") may provisionally list their ticket for sale on the Ticket Exchange when it is open for the respective Match, details of which will be communicated by the Club (ordinarily by email), but such tickets will not be available for purchase until the earlier of:
  - a. the Match selling out; and
  - b. three (3) weeks' prior to the Match being played.
- 3.2. On selected fixtures, at the Club's sole discretion, the Club may offer a guaranteed refund for tickets listed on the Ticket Exchange. The refund guarantee will only be valid for tickets listed: (i) if not stated, more than ten (10) days prior to the Match, or (ii) as indicated at the point of communication by the Club.
- 3.3. (A) Tickets can be listed on the Ticket Exchange up to 24 hours before kick-off, following which they may be removed from sale. The Club reserves the right to amend this timescale as necessary and at its absolute discretion.



- (B) Tickets listed on the Ticket Exchange will be available for sale up to 3 hours before kick-off. The Club reserves the right to amend this timescale as necessary and at its absolute discretion.
- 3.4. Where tickets are in the Family Stand, any adult ticket must be sold in conjunction with the relevant child's ticket.
- 3.5. Once a sale has been completed through the Ticket Exchange, the Club will deactivate the Seller's Season Ticket for the relevant Match and the Seller has no option to cancel the transaction.
- 3.6. Sellers retain any Ticket Points associated with their ticket(s).
- 3.7. If a Season Ticket Member places their Season Ticket on the Ticket Exchange for over 50% of home Matches in the Premier League during the 2023/24 season, the relevant Member's Season Ticket may not be automatically renewed for the following season and any requested renewal may be granted or denied by the Club (acting in its absolute discretion).

### 4. Payments, fees, and charges

- 4.1. Sellers whose tickets relate to a Category A Match shall be entitled to payment as set out in this paragraph 4, regardless of whether or not the relevant ticket is successful resold via the Ticket Exchange. In all other cases, payments will only be made to Sellers whose tickets are successfully resold via the Ticket Exchange.
- 4.2. Payment will be paid into 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:
  - 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 Season Ticket Tickets at non-Concessionary prices);
  - b. should the tickets be successfully sold, Sellers will receive payment as follows dependent on the type of Season Ticket held with the Club and when the Season Ticket is purchased:
    - (i) Value, Gold, and Platinum: One nineteenth (1/19) of the full price paid for the Season Ticket;
    - (ii) Silver: One fourteenth (1/14) of the full price paid for the Season Ticket;
    - (iii) Superbia: One nineteenth (1/19) of the highest priced Gold Season Ticket available (£950);
    - (iv) 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 the 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; <u>OR</u> (2) confirmation that the ticket is unsold, and their Season Ticket 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, Season Tickets shall remain valid/active for that Season Ticket Member's own use for the relevant Match.
- 5.2. Eligible Season Ticket Members 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, any liability relating to any problem with suspension or termination of the Ticket Exchange in each 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 7 – Disabled Fans – 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 Fan of the Club.

#### 1. Concessionary Rates

- 1.1. Disabled Fans who can provide the Club with any of the following as proof of eligibility shall be entitled to purchase a Ticket at a discounted rate:
  - 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; or
  - d. enhanced rate of Personal Independence Payment.
- 1.2. This list is not exhaustive, and consideration will be given to any other supporting documentation that can be provided, on a case-by-case basis.

#### 2. Personal Assistant

- 2.1. The Club will allow a Disabled Fan to bring a free of charge Personal Assistant to the Match played at the Ground subject to the following conditions:
  - a. the Disabled Fan must send in any supporting documentation to the Club in advance;
  - for any disabled fan under the age of 14 we require additional supporting documentation which clearly states the need for support over and above that of a parent or guardian (as all under 14s must be accompanied by an adult to enter the ground);
  - c. the Personal Assistant shall adhere to and be bound by the same terms and conditions which apply to the Disabled Fan;
  - d. the Personal Assistant shall only attend the Match with the Disabled Fan, the Personal Assistant and Disabled Fan must enter the Ground at the same time, save as set out in clause 2.2 below;
  - e. the Personal Assistant's ticket is non-transferable; and
  - f. the Disabled Fan must co-operate with the Club fully, and if requested, provide further evidence that a Personal Assistant is required.
- 2.2. Should the Personal Assistant wish to attend a Match without the Disabled Fan, the Personal Assistant must upgrade the Personal Assistant Season Ticket and pay the full prevailing rate to attend that particular fixture by calling Fan Support on +44(0)161 444 1894.
- 2.3. The Club will make every effort to allocate the Personal Assistant with a seat adjacent to the Disabled Fan, however if this is not possible, the Club will allocate the closest available seat to the Disabled Fan subject to the personal assistant still being able to provide the levels of support needed by the Disabled Fan.
- 2.4. The Club and will make reasonable endeavours to accommodate requests to locate or relocate a Disabled Ticket Holder into suitably accessible seating (subject to availability).
- 2.5. Please note that stewards and members of staff may carry out checks on all Season Ticket Members or ticket holders and their attendance over the course of the Season. Any abuse of the rights granted pursuant to this Part 7 will be dealt with severely and will result in the loss of the relevant individual's Season Ticket and the Club reserves the right to eject them from the Ground immediately without refund.

#### 3. Relocation



The Club will use reasonable endeavours to accommodate requests to relocate the seat at the Ground allocated to a Season Ticket Member (where applicable) if the request is based upon a medical condition. The Season Ticket Member 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 and the facilities which will be required.