

## **SUPPORTER TICKET TERMS AND CONDITIONS FOR THE 2022/23 SEASON**

These Conditions apply to the sale by Oxford United Football Club Limited (“the Club”) of all Tickets. Any reference in these Terms and Conditions to “You” or “Your” is to the person purchasing or using the Ticket(s).

These Terms and Conditions are valid for the 2022/23 Season unless terminated or amended earlier in accordance with these Terms and Conditions.

By purchasing, accepting, holding and or using any Ticket You certify that you have read, understood and accepted and agree to be bound by and to comply with these Terms and Conditions and the Terms and Conditions of Entry.

### **1. ISSUE OF TICKETS**

1.1 The issue of all Tickets by the Club is subject to these Terms & Conditions and any subsequent access to the Ground is subject to the Terms & Conditions of Entry.

1.2 Tickets in the home areas of the Ground are for the use of Supporters only. By applying for any Ticket and/or using the same You warrant and represent that You are a Supporter of the Club (“Supporter”).

1.3 By requesting or applying to purchase one or more Tickets, You are making an offer to the Club. A contract for the supply of the Ticket(s) (and any associated benefits) is formed when the Club has issued the Ticket(s).

### **2. CONTACT DETAILS**

2.1 It is Your responsibility to keep Your contact details and address up to date. You can review and amend Your contact details online via the Club’s Website.

### **3. TICKET PURCHASES**

#### *3.1 General Terms applicable to all Ticket purchases*

3.1.1 Tickets can be purchased via the Club’s Website, telephone booking line, or in person at the Ticket Office.

3.1.2 The price payable for any Ticket shall be as set out on the Club Website or as otherwise notified by the Club from time to time.

3.1.3 The Club accepts payment by the following payment methods:

- a) cash in pound sterling (for Tickets purchased at the Ticket Office);
- b) valid visa debit card; and
- c) valid credit card, excluding American Express.

3.1.4 In respect of Season Tickets only an instalment payment plan (Flexible Finance) is also available for payments to be made by four (4) or ten (10) instalments via direct debit. The four (4) or ten [10] instalment payment plan is available via V12 Retail Finance. Credit is offered subject to status by V12 Retail Finance Limited (Company No.4585692) and only to UK residents aged 18 or over; conditions apply. For more information on the Flexible Finance option click **HERE**. The instalment scheme provided is only available via the website, and access to the

Internet, an email address and a mobile phone is essential. There are many public facilities such as libraries, which offer access to the Internet.

3.1.5 If the payment methods or details are declined when the Club attempts to retrieve payment for any Tickets or any associated fees:

- a) the Club shall use reasonable endeavours to contact You (using the contact details it holds on file) to arrange for payment;
- b) if the Club has made reasonable attempts to contact You but has been unsuccessful and or payment is not received by the Club, the affected Tickets may at the sole discretion of the Club be cancelled; and
- c) You shall be liable to the Club for any bank or administrative charges incurred by the Club under this clause.

3.1.6 Availability and any priority for purchasing Tickets will be made available on the Club Website and or otherwise publicised by the Club. Any Ticket purchased under any advertised priority condition for the selected fixture is for the sole use of the Supporter who qualifies. Ticket priorities are strictly non-transferable, and the Club reserves the right to cancel any Ticket(s) purchased to be used by anyone other than the qualifying Supporter. Any discounts available for selected Supporters are only applicable to that Supporter, and the discount benefits are non-transferable.

3.1.7 The Club reserves the right to refuse to sell any Ticket to any person that it considers to be unsuitable. Any Supporter considered or found to be unsuitable after the purchase of any Ticket may have their Ticket cancelled at any time, and dependent on the circumstances, a refund may not be given for any Ticket(s) cancelled pursuant to this clause. Any refund would be at the absolute and sole discretion of the Club.

3.1.8 In the interests of safety, the Club may be required to investigate any transaction for any match. By purchasing any Tickets through the Club, you acknowledge it may be necessary for Your name, address and date of birth details provided by yourself to the Club to be shared with the opposition Club to confirm that you are not a known supporter of the opposition Club. The Club reserves the right to cancel any tickets purchased by any person who is registered with, or known to, an opposition Club. Refunds will not be offered for any Tickets cancelled pursuant to this clause.

## *3.2 Single Match Ticket purchases*

3.2.1 A Single Match Ticket allows the holder access to the specific Home Match specified on the Ticket. A non-refundable booking fee will be payable for purchases of Single Match Tickets via the telephone booking line and Club Website with the exception of print at home tickets which does not incur a booking fee. Single Match Tickets can also be purchased in person from the club shops (located in the centre of Oxford and at the Ground) when they are open for business on Mondays to Fridays.

3.2.2 Single Match Tickets can be collected before the day of the Home Match from the Ticket Office when it is open for business during normal office hours or from the

Club reception on the day of the Home Match from three hours before kick-off (two hours before kick-off for evening games). The person picking up the Ticket(s) will be required to give the name and address and may be asked for the credit/debit card used for payment, and/or presentation of valid ID. Any person collecting Tickets on behalf of another must too provide evidence of their name and address and may be required to answer security questions. If the person collecting the Tickets can not be identified to the reasonable satisfaction of the Club staff the collection of the Ticket(s) will be refused. In the event of a dispute, the Ticket Office Supervisor's decision is final.

### *3.3 Season Ticket purchases*

3.3.1 A Season Ticket allows the holder access to every Home League Match played at the Ground in the applicable season (this excludes any friendlies, testimonials, Play Off **and subject to clause 3.3.6** Cup Matches and any other Matches played at the Ground during the Season). Where a Home League Match included within Your Season Ticket is a Restricted Match for example as a result of having to be played behind closed doors' or with a reduced capacity as a consequence of the Coronavirus pandemic, if the Club is unable able to provide You with an alternative seat for the Home League Match You will be entitled to claim a pro-rata refund in accordance with clause 4.

3.3.2 A seat within the Ground for Home League Matches will be nominally allocated to each Season Ticket purchased.

3.3.3 Notwithstanding clause 3.3.2 nothing in these Conditions shall constitute or imply any entitlement to occupy any seat indicated on any Ticket in any Match or subsequent Season. Where reasonably possible Season Ticket holders will be allocated the same seat for all Home League Matches attended. In the event the area of the Ground were the allocated seat associated with a Season Ticket is closed or restricted for any league Match or for any reason the Club will subject to availability provide an alternative seat. Where the allocated seat is unavailable at a Restricted Match and an alternative seat is unable to be allocated as a result of the restrictions the You will be entitled to claim a pro rata refund in accordance with clause 4.

3.3.4 At the sole discretion of the Club and subject to the relevant area(s) of the Ground being open, Season Ticket holders' nominally allocated seat for League Matches may for an advertised time period be reserved for Season Ticket holders purchasing a ticket(s) for home cup Matches or play-off Matches within the advertised time period. Where a purchase is not made within any such advertised time period there is no guarantee a Ticket for the allocated seat or any other Ticket will be available.

3.3.5 Any priority or benefits offered to any Season Ticket or Concessionary Season Ticket holder is strictly for the use of the Supporter who qualifies. Priorities or benefits are strictly non-transferable, and we reserve the right to cancel any products purchased to be used by anyone other than the qualifying Supporter.

### *3.4 Concessions*

3.4.1 Concessionary Tickets are made available at the discretion of the Club. Concessionary Rates and eligibility criteria shall be as set out on the Club Website

or as otherwise notified by the Club from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT

3.4.2 The availability of any Concessionary Rates offered by the Club for Single Match Tickets based on age shall be determined by the age of the Supporter on the date of the relevant Match.

3.4.3 The availability of any Concessionary Rates offered by the Club for Concessionary Season Tickets based on age shall be determined by the age of the Supporter on 1<sup>st</sup> August before the start of the relevant Season.

3.4.4 Supporters or Guests using a Concessionary Ticket will be required to produce sufficient evidence that they meet the eligibility criteria when requested by the Club. Such as, but not limited to, producing proof of date of birth (for age based concessions) or valid student cards (for student based concession). Requests by the Club to produce evidence can be made at the time of purchase, on entry to the Ground or within the Ground. Any failure to provide sufficient evidence on request may result in the cancellation of the Concessionary Ticket(s) in question, unless the Supporter or Guest chooses to pay the additional amount required to upgrade the Concessionary Ticket(s).

### 3.5 *Disabled supporters*

3.5.1 Wheelchair users can view Matches at the Ground from the front of the South or East stands or slightly raised viewing platforms in the North stand **or an upper wheelchair platform located adjacent to the television gantry in the South stand.**

3.5.2 Subject to clause 3.5.3 wheelchair users pay the normal price for Tickets (or if eligible the normal applicable Concessionary Ticket price). Where it is necessary for a disabled Supporter to have a Personal Assistant ("PA"), the PA will receive a ticket free of charge provided the PA sits with the disabled Supporter to assist them.

3.5.3 Prices for the upper wheelchair platform in the South stand shall be the same as those advertised for the South lower stand. This is to reflect the distance and difficulty in gaining access to the catering outlet (located on the floor below).

3.5.4 Ambulant disabled supporters pay the normal price for Single Match Tickets (or if eligible the normal applicable Concessionary Ticket price). Subject to supporting evidence being provided upon request, where it is necessary for an ambulant disabled supporter to have a PA, the PA will receive a ticket free of charge provided the disabled Supporter is in receipt of the mid-rate care element or the high rate mobility component of the Disability Living Allowance or the new Personal Independence Allowance and the PA sits with the disabled Supporter to assist him/her.

### 3.6 *Away Tickets*

3.6.1 The price for Away Match Tickets is determined by the Hosting Club and will be advertised on the Club Website.

3.6.2 You agree to conduct yourself in a manner befitting a representative of the Club and will not do anything or procure that anything be done which might bring the name or reputation of the Club into disrepute.

3.6.3 Your use of any Away Match Ticket will be subject to the Hosting Club's ground regulations and any applicable ticket terms and conditions of the Hosting Club.

3.6.4 Away Tickets can be collected from the Ticket Office when it is open for business during normal office hours up to one hour before close of business on the last working day before the day of the Match. Any Away Ticket(s) not collected by this time will be returned to the Host Club where they will normally be available for collection from one-hour before kick-off. The person picking up the tickets will be required to give the name and address and may be asked for valid ID.

#### **4. COVID-19**

4.1 Subject to clauses 4.3 to 4.13 (inclusive) You will be entitled to claim a pro rata refund of the price paid for the Season Ticket in respect of any Home League Match in the 2022/23 season at which the Club is unable to provide or offer You any seat as a result of any legal restrictions imposed as a result of Coronavirus / Covid-19 that requires a reduced spectator capacity (at a 2022/23 Season Home League Match a 'Restricted Match').

4.2 Subject to clauses 4.3 to 4.13 (inclusive) You will be entitled to claim a pro rata refund of the price paid for the Season Ticket in respect of any Home League Match in the 2022/23 Season which as a result of any legal restrictions imposed as a result of Coronavirus / Covid-19 is cancelled and only if the Home League Match is not capable of being rearranged before the 2022/23 Season is determined.

4.3 Clause 4.2 will not apply where the cancelled Match is rearranged to take place within the 2022/23 Season and a seat is offered to You at the rearranged Home League Match. Season Tickets would be valid for the rearranged Match. If a seat is not able to be offered at the rearranged Home League Match clause 4.1 would apply and You will be entitled to claim a pro rata refund of the price paid for the Season Ticket price in respect of the Restricted Match.

4.4 Clause 4.1 will not apply to any Restricted Match if an alternative seat has been offered and You decline the alternative seat.

4.5 In the event of any Restricted Match details of how to claim any refund that you are entitled under this clause 4 will be set out on the Club Website or otherwise notified to valid Season Ticket holders.

4.6 If Your Season Ticket for any reason is suspended and/or terminated in accordance with its Terms and Conditions then any refund entitlement under this clause 4 will also be automatically suspended or terminated.

#### **5. ENTRY TO THE GROUND**

5.1 Use of any Ticket constitutes acceptance of the Terms & Conditions of Entry and Ground Regulations.

5.2 Any Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically cancelled and all rights attached to such Ticket shall be invalidated. The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms & Conditions of Entry.

5.3 With the exception of those in wheelchairs – for which a separate emergency evacuation plan is in place – those purchasing Tickets that are not on the ground floor must be fit and able bodied enough to egress by way of the normal staircase in a

prompt and speedy manner. In the event of not being able to do so for any match or longer period of time it is their responsibility to contact the Ticket Office at the earliest opportunity to exchange their seat(s) to a more accessible area. Whilst every effort will be made to find an alternative viewing area, this is subject to availability and the club cannot guarantee an alternative seat.

5.4 Blocks 22 and 23 in the North Stand are designated as a Family Area. For high-profile matches, and likely sell outs in the North Stand we will operate a strict 'No Adults over 18s without children under 18'. For these fixtures, Over 18s that after booking find they will not be accompanied by an Under 18 will need to transfer to an alternative seat in the ground. In these circumstances it is their responsibility to contact the Ticket Office at the earliest opportunity to exchange their seat(s) to another block. Whilst every effort will be made to find an alternative viewing area, this is subject to availability and the club cannot guarantee an alternative seat.

5.5 Any Supporter aged under 13 years must be accompanied by a Supporter aged 18 years or over for the duration of the Match. Such Supporter shall be responsible for and supervise the children they accompany at all times and within reason ensure that they remain seated during the match. For every Supporter aged 18 or over there is not to be more than four children under 13 years old under their supervision.

5.6 Under 3's are expected to sit on a parents/guardian or appropriate adults lap and are not issued with a ticket. If a ticket is required it needs to be purchased at the appropriate rate.

5.7 Any Supporter who has purchased a Ticket will be permitted to sit in the seat corresponding to the details on their Ticket, or such other alternative seat as the Club may allocate at its reasonable discretion and no other seat. Any Supporter found to be in breach of this clause may be asked to use the seat corresponding to the details on their Ticket, and failure to do so may result in immediate ejection from the Ground, and no refund shall be given.

5.8 Nothing in these Conditions shall constitute or imply any entitlement to occupy any seat indicated on any Ticket in any subsequent Match or Season.

5.9 Except for mobile telephones (which may only be used for personal and private purposes), You shall not bring into (or use within) the Ground any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it. Any person acting in breach of this provision will be required to deliver up any tapes, films, disks or other recordings or data to the associated league and/or the Club and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs, and Patents Act 1988) to the League in which the Club is situated.

5.10 Save for official Club merchandise and/or other football related clothing worn in good faith, You and any Guests shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.

5.11 You and any Guests shall 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 which do not infringe this clause 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.

5.12 You shall not bring or attempt to bring into the Ground any alcoholic beverage whatsoever. Refreshment facilities will be made available inside the Ground.

5.13 There is no re-admission if you leave the Ground.

5.14 Certain other items are prohibited inside the Ground. You may be searched at the Ground and refusal will result in admission being refused or ejection from the Ground.

## **6. USE OF THE TICKET**

6.1 Subject to clause 6.7 and 6.8, the Ticket is issued for Your sole use and, except as allowed under these Conditions, You shall not resell, assign or transfer the Ticket or the benefit of it to any other person without the prior written consent of the Club. The reference to reselling the Ticket includes reference to offering to sell a Ticket, exposing a Ticket for sale, making a Ticket available for sale by another and advertising that a Ticket is available for purchase (including by way of an online auction site). For the avoidance of doubt (and by way of example only) a Ticket may not be offered as a prize in any promotion or competition or 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 another good or service or used for any other commercial purpose save as expressly authorised in writing by the League or the Club. The Club shall, in the event anyone is found to attempt to resell, assign or transfer any Ticket(s), be entitled to:

6.1.1 cancel and withdraw any Ticket(s) so purchased; and

6.1.2 refuse any refund.



6.2 The Ticket will remain the property of the Club at all times and must be produced together with evidence of Your identity if required to do so by any official, steward or employee of the Club or any police officer. The Club reserves the right to require the immediate return of the Ticket at any time.

6.3 Misuse of the Ticket may result in You being refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation and withdrawal of the Ticket. In the event of any cancellation and withdrawal in accordance with this clause 6.3, no refund shall be given. The Club further reserves its right to take any legal action against any persons as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorised use of the Ticket.

6.4 The unauthorised sale or disposal of a Ticket is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994 (as amended by the Violent Crime Reduction Act 2006). The Club will inform the police when it becomes aware that tickets are being sold illegally and will press for charges to be brought against those breaking this law.

6.5 If You/Your Guest suspects that ticket touting is taking place in or around the Ground, the Club requests that You promptly report Your suspicions to the Club and police.

6.6 If You are convicted of a ticket touting offence, or the Club reasonably suspects You have committed such an offence, it will notify the League who may in turn notify other league clubs and/or the relevant law enforcement authorities. The information that the Club shares may include Your personal details, information about the offence and about ticket purchases (including payment details). The Club use this information to identify and prevent ticket touting offences and disorder at matches.

6.7 Subject to clause 6.9, if more than one Ticket is issued to You one Single Match Ticket (or if you are a Season Ticket holder your Season Ticket) must be retained by You for personal use and the remainder may be transferred to Your Guests for their personal use. Subject to clause 5.1, if You and/or Your Guest are unable to use any Single Match Ticket then You and/or they may transfer that Single Match Ticket to a person who is known to You personally and who would be entitled (under the Terms & Conditions of Entry) to purchase such Single Match Ticket and attend such Match. This transfer must not involve the transfer of any monies or other items which may result in the transfer to be considered a sale or exchange.

6.8 Subject to clause 8.2, You may on no more than 4 occasions during the Season transfer Your Season Ticket to a person who is known to You personally for use by that person in connection with a single Home League Match, provided that such person would be entitled (under the Terms and Conditions of Entry) to purchase a Ticket for and attend such Match. If the transferee of Your Season Ticket would have been required to pay a higher age related price for the Season Ticket than You paid, then You or they will be required to pay an upgrade charge of the difference between the Nominal Match Price paid by You and the Nominal Match Price that would have been payable by the transferee. On all subsequent occasions the upgrade fee will be the difference between the Nominal Match Price paid by You and price of a Single Match Ticket that would be payable by the transferee for the relevant Match, rounded up to the nearest whole pound. No refunds would be payable for downgrades from a higher to lower price category or from a dearer to cheaper part of the ground. You are required to notify the Ticket Office on all occasions which You are not using the Ticket and intend to transfer this to any other Supporter – the Club reserves the

right to ask for the personal details for this Supporter, and failure to provide these may result in the cancellation of the Ticket for the selected fixture.

6.9 The transfers of Tickets permitted under clause 6.7 and clause 6.8 are permitted on the conditions that:

6.9.1 such transfer is not made in the course of business;

6.9.2 the transfer takes place free of charge;

6.9.3 the purchaser must purchase and retain a Ticket for their own personal use;

6.9.4 the purchaser may be requested to inform the Club of the personal contact details of the Guest, including their address and present them to any official, steward or employee of the Club and/or any police officer when asked to do so; and

6.9.5 such transfer must not be in contravention of clause 6.1.

6.10 The Guest shall comply with the Conditions of Entry which shall apply to the Guest as if they were the original intended user of the Ticket. It is Your responsibility to inform the Guest that they are subject to Conditions of Entry. If any Supporter who is attending as a Guest of the purchaser is found to be in breach of these conditions, the purchaser and any/or of their Guests may be subject to immediate ejection from the Stadium, and no refund shall be given.

## **7. CHANGES TO DATES, REFUNDS & EXCHANGES**

7.1 Fixtures are subject to change. No guarantees can be given by the Club that the Match will take place at a particular time or on a particular date due to reasons beyond the Club's control. The Club reserves the right to reschedule or cancel any Match without notice and without any liability.

7.2 If the Club reschedules or cancels a Match or it is abandoned before kick-off then:

7.2.1 holders of Single Match Tickets will be entitled to receive a full refund or, at their option, the ticket will be valid to access the rescheduled Match;

7.2.2 holders of Season Tickets will be entitled to access the rescheduled Match in the event the game is a League Match;

7.2.3 Business Customers will be entitled to receive a full refund, or at their option, the ticket will be valid to access the rescheduled Match.

7.2.4 Refunds must be made via the procedure specified by the Club from time to time (available upon request) but no later than midday on the last working day before the date of re-arranged Match. It is the Ticket holders responsibility to find out the date of rescheduled Matches for which they have Tickets.

7.2.5 Any refund to which a person is entitled under these Conditions will only be issued on production of the actual Ticket and identification demonstrating that the person requesting the refund is the person to whom the Ticket was originally sold. The identification produced must be to the reasonable satisfaction of the supervisor of the Ticket Office.

7.3 If a Match is abandoned before the 2nd half has kicked-off then:

7.3.1 holders of Single Match Tickets will be entitled to access to access the rescheduled Match and the original Ticket will be valid for access to the rescheduled Match;

7.3.2 holders of Season Tickets will be entitled to access the rescheduled Match in the event the game is a League Match;

7.3.3 Business Customers will be entitled to access and the original ticket will be valid for access to the rescheduled Match.

7.4 If a Match is abandoned after the 2<sup>nd</sup> half has kicked-off the:

7.4.1 Match Ticket holders are entitled to half price access to the rescheduled Match. In the event the game is a League Match Season Ticket holders would be entitled to access the re-arranged Match with no additional charge.

7.4.2 Match ticket holders MUST retain their original Ticket and details how to obtain a Ticket for the new date would be announced at the earliest opportunity on the Club Website.

7.4.3 No refunds would be given to those unable to attend the rescheduled match.

7.5 The ownership of a Season Ticket is not transferable without written agreement from the Club. Any such requests must be made in writing and must be made by or include permission from the current holder of the Season Ticket. In the case of a Concession Season Ticket, if the transferee would have been required to pay a higher price, than the transferee will be required to pay an upgrade charge of the difference between the Price paid by You and the Price that would have been payable by the transferee.

7.6 If You are not a Business Customer then You can cancel a Single Match Ticket no later than midday on the last working day before the relevant Match, by returning the Ticket and requesting a refund.

7.7 Business Customers have no right to cancel the Ticket with the exception of clause 7.2.3 above.

7.8 Refunds on Season Tickets will only be available in exceptional circumstances and at the Club's sole discretion. The Club will deduct from the amount of any refund payable to You under this clause a pro rata amount in respect of any Matches already completed and its reasonable administrative costs.

## **8. SEAT TRANSFERS**

8.1 Holders of Season Tickets will be entitled to relocate their seats for an entire Season, subject to availability and payment of a £5 administration fee. A pro rata price increase (where the seat is a more expensive one) or a pro rata refund (where the seat is a cheaper one) will be due to or by the Club as the case may be.

8.2 Subject to availability, holders of Season Tickets will be entitled to relocate their seats for individual Matches to a more expensive seat (in which case an upgrade fee will be payable) or a cheaper seat (in which case no refund will be available). The upgrade fee will be the difference between the Nominal Match Price and price of a Single Match Ticket for the relevant Match. Season ticket holders will also be permitted to transfer their seat within the same area at no additional cost to enable them to purchase seats for Guests and sit next to them.

## **9. LOST, STOLEN OR DEFACED TICKETS**

9.1 In order to gain entry to the Ground the Ticket must be presented in its entirety and must not be damaged, defaced or destroyed. Defaced, illegible or incomplete Tickets may be invalidated. You are responsible for ensuring you keep your Ticket in a safe, secure and good condition.

9.2 If You arrive at a Match without Your Ticket or Your Ticket is damaged, defaced or destroyed, the Club will not be obliged to admit You to the Ground or issue any other form of Ticket for that Match. If, in the Club's discretion, a duplicate Ticket is provided, a non-refundable administration fee of £1 will be payable on request which may be waived at the sole discretion of the Club. Any Supporter who chooses the Post-delivery method and has not updated their postal address, or any Supporter who chooses the Print@Home method and has not updated their email address or failed to print the Ticket for whatever reason, may also be subject to a non-refundable administration fee ask the Club to issue a replacement Ticket(s). In the event that the Ticket holder does not know the actual seat number and the Club cannot track it down on its database within a reasonable period of time the Supporter will be required to purchase another Ticket. In this circumstance as long as the original Ticket is returned within 14 days and has not been scanned into the Ground the ticket price less a £1 administration fee will be refunded.

9.3 For the purpose of clause 9 whether a Ticket is damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion. Purchasers and Guests are advised to look after the Tickets (including without limitation, not to bend, fold, crease, staple, exposing to a heat source or washing the Ticket(s)). The Club accepts no liability for any damage to any Tickets caused by a failure to reasonably look after it.

9.4 If, acting reasonably, the Club accepts that a Season Ticket has been lost, damaged or destroyed, it will issue a duplicate Season Ticket as soon as reasonably practicable following payment by the Supporter of a £5 non-refundable administration fee. If, acting reasonably, the Club accepts that a Season Ticket sent to You by the Club was never in fact received, it will issue a duplicate Season Ticket without any administration fee.

9.5 A duplicate Ticket may be issued by the Club without any administration fee, should the Ticket in question have been stolen from the Supporter. In this instance, the Club reserves the right to request and validate the crime reference number provided to the Supporter by the police, and failure to provide a valid crime reference number will result in the non-refundable administration fee being applicable.

9.6 The issue of a duplicate Season Ticket will be conditional on You signing a document confirming that the original Season Ticket was lost, damaged, destroyed, stolen or never received (as the case may be). If a lost or stolen Season Ticket is found You must return it to the Club immediately. You must indemnify the Club against all losses it suffers in connection with any false representation by You that a

Season Ticket was lost, stolen, damaged, destroyed or never received.

## **10. CANCELLATION & WITHDRAWAL OF TICKETS**

10.1 The Club reserves the right to cancel in whole or in part, any Ticket issued to You at any time, without providing any reason. A proportionate refund will be given to You, in the absolute discretion of the Club and/or in accordance with the Terms and Conditions of Entry, in the event of any such cancellation under this clause 10.1.

10.2 Without prejudice to any other rights or remedies it may have, the Club shall have the right in the case of any serious or persistent breach of the Terms & Conditions of Entry to cancel and withdraw any Ticket issued to You. In the event of such cancellation no refund will be paid.

10.3 Without prejudice to the generality of clause 10.1 and 10.2, the following actions shall constitute a serious breach of the Terms & Conditions of Entry:

- 10.3.1 any violence or abuse towards any member of staff at any time.
- 10.3.2 smoking, the Stadium is strictly a non-smoking stadium (please note, this also includes the use of electronic cigarettes);
- 10.3.3 persistent standing in seated areas whilst the Match is in progress;
- 10.3.4 sale or transfer (save as permitted) of any Ticket to any person;
- 10.3.5 deliberate misuse of the Ticket;
- 10.3.6 any misrepresentation in relation to clause 1.2;
- 10.3.7 the use of foul, abusive, obscene, racist and/or discriminatory language and/or gestures;
- 10.3.8 persistent swearing during the Match;
- 10.3.9 the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
- 10.3.10 being (or appearing to be) drunk or intoxicated;
- 10.3.11 the throwing of any object within the Ground without lawful authority or excuse;
- 10.3.12 the chanting, singing and/or shouting of anything of an indecent, discriminatory or racist nature;
- 10.3.13 fighting or engagement in and/or inciting violence;
- 10.3.14 bringing into the Ground or using at the Ground illegal drugs, fireworks, firecrackers, air horns, laser devices and the like or any item that might be used as a weapon or comprise public safety;

10.3.15 entering the playing area or any adjacent areas to which spectators are not allowed to be in without lawful authority or excuse;

10.3.16 the supply of any misleading or incorrect information the Club in respect of the purchase or use of any Ticket;

10.3.17 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of a Ticket.

#### *Consequences of Cancellation*

10.4 In the event that Your Ticket is withdrawn or cancelled the Club reserves the right to exclude You from any membership scheme maintained or organised by the Club and/or to disqualify You from applying for or purchasing any Ticket(s) at its sole discretion.

### **11. EXCLUSION OF LIABILITY**

11.1 Nothing in these Conditions limits or excludes the Club's liability:

11.1.1 for fraud, personal injury or death caused by the Club or the Club's employees negligence during the course of their employment; or

11.1.2 for any matter in respect of which it would be unlawful for the Club to exclude or restrict liability.

11.2 Subject to clause 11.1, the Club shall be responsible to You for loss or damage You suffer that is a foreseeable result of its breach of these Conditions or its negligence but it will not be responsible for any loss or damage that is not foreseeable. The Club shall have no liability to You for any:

11.2.1 loss of profit, loss of business, business interruption, or loss of business opportunity;

11.2.2 loss of enjoyment, travel/accommodation costs;

11.2.3 abandonments, postponement or cancellation of Matches;

11.2.4 restrictions to the view of the Match caused by an act of another spectator and/or the position of the seat;

11.2.5 any indirect, consequential or economic loss arising under or in connection with the Contract; and

11.2.6 for loss of or damage to personal property at or around the Ground.

11.3 Subject to clause 11.1, the Club's total liability to You in respect of all other losses arising under or in connection with Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Ticket.

### **12. USE OF IMAGES & VIDEO RECORDINGS AND PERSONAL DATA**

12.1 By using a Ticket and entering the Ground, all persons are acknowledging that to provide Match day services that photographic images and/or audio, visual

and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the Match and/or for promotional, training, editorial or marketing purposes by the Club or others (including commercial partners and accredited media organisations) and entry into the Ground constitutes your acknowledgement of such use. You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms & Conditions of Entry.

12.2 The Club processes personal data in accordance with its Privacy Policy, available on the Club Website at <https://www.oufc.co.uk/website-privacy-policy/>. Information about the Club's use of your personal data will be brought to your attention by the Club (see for example any applicable privacy policy, signage and/or other forms of announcement in or around the ground). For further information please contact the Club.

### **13. OTHER IMPORTANT TERMS**

13.1 Entire Agreement: These Conditions shall constitute the entire agreement between the Club and You in relation to the purchase of Tickets and all ancillary benefits.

13.2 Variation: The Club reserves the right to change these Conditions from time to time, and shall notify You of such changes if they materially affect Your rights as a consumer.

13.3 Waiver: The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Conditions or by law shall not constitute a waiver of that right, power or remedy.

13.4 Severance: if any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Conditions shall not be affected.

13.5 Entire Agreement: These Conditions constitute the entire agreement between the Club and You and neither the Club nor You shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the to the Contract and/or Terms and Conditions of Entry.

13.6 Third Party Rights: Notwithstanding any other provision in these Conditions and with the exception of FIFA, UEFA, The FA, the Premier League and the English Football League, no other person other than You 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 Conditions. Nothing in these Conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

13.7 Governing Law: Any Contract, these Conditions any dispute arising from them (contractual or non-contractual) shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

## 14. DEFINITIONS

14.1 In the Conditions the following words and phrases shall have the following meanings:

“Adult” means a person aged 22 years or over, save for Young Adults that are titled as such upon purchase of a relevant Young Adult Season Ticket.

“Away Match” means a Match organised by or hosted by another football club or organisation.

“Away Match Ticket” means a ticket in a form prescribed by the Hosting Club (and/or any rights arising out of or in connection with the foregoing) allowing the holder access to the single Match specified on the ticket.

“Business Customer” means a customer purchasing a Ticket for use in connection with a business.

“Club” means Oxford United Football Club Limited (Company No. 470509) whose registered office is at Grenoble Road, Oxford, OX4 4XP.

“Concessionary Rate” means a discounted rate for tickets advertised by the Club for Senior Supporters, Student Supporters or other Supporters meeting any advertised eligibility criteria.

“Concessionary Season Ticket” means a season ticket at a Concessionary Rate in a form prescribed by the Club (and/or any rights arising out of or in connection with the foregoing) allowing the holder access to all home League Matches during the Season.

“Concessionary Single Ticket” means a ticket at a Concessionary Rate in a form prescribed by the Club (and/or any rights arising out of or in connection with the foregoing) allowing the holder access to a single Match specified on the ticket.

“Concessionary Ticket” means a Concessionary Single Ticket and or a Concessionary Season Ticket.

“Conditions” means these terms and conditions of issue (as amended by the Club from time to time).

“Contract” means the contract between the Club and You for the supply of a Ticket.

“Football Regulation means any law, rule, requirement or regulation imposed by the FA, FIFA, UEFA, FAPL, the League or any other recognised and properly constituted football governing body to which the Club, the Ground or Home Matches are subject.

“Ground” means the football ground at Grenoble Road, Oxford OX4 4XP and any all other location owned, occupied or utilised by the Club for home Matches.

“Ground Regulations” means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which supporters are granted entry to the Ground which can be requested from the Club or are available [HERE](#).

“Guest” means a relative, friend, colleague and/or companion to a disabled person,



who is a guest of a purchaser of a Ticket in accordance with clause 6.7 or clause 6.8.

“Home Match” means a match played at the Ground organised or hosted by the Club.

“Home League Match” means a League Match scheduled to be played by the Club as host at the Ground.

“Hosting Club” means the football club or organisation responsible for the Away Match.

“League Matches” means league matches within a league competition organised by the League, excluding any play-off matches.

“Match” means any football match in which the Club participates.

“Nominal Match Price” means, in relation to a Season Ticket, the amount of the total price payable for the Season Ticket that the Club attributes to a particular Match.

“Restricted Match” means all Home Matches which have to be played ‘behind closed doors’ or with a reduced capacity or with other restrictions in place as a consequence of the Coronavirus pandemic or other reason given in clause 4.

“Season” means the period of the year commencing on the date of the first League Match and, for each Club, ending immediately after the completion of the Club’s final fixture of the League Competition or, if the Club is participating in the Play-Offs, the final Play-Off match for that Club.

“Season Ticket” means a ticket in a form prescribed by the Club (and/or any rights arising out of or in connection with the foregoing) allowing the holder access to Home League Matches during the Season as included on the list of league fixtures stated at the time of purchase.

“Senior” means a person aged 65 years or over.

“Single Match Ticket” means a ticket in a form prescribed by the Club (and/or any rights arising out of or in connection with the foregoing) allowing the holder access to a single Match at the Ground specified on the ticket.

“Student” means an individual enrolled for the purpose of attending a university or college course which lasts for at least one academic year, normally requiring attendance of at least 24 weeks a year and involves on average at least 21 hours of study, tuition or work experience per week during term time. A valid student card must be shown at point of purchase, collection, entry to the Ground or in the Ground if requested.

“Supporter” means a supporter of the Club as defined in clause 1.2 and “Supporters” shall be construed accordingly.

“Terms & Conditions of Entry” means each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League and The English Football League and the Ground Regulations as applicable to any specific Match.

‘The League’ means The Football League Limited.

“Ticket” means a Single Match Ticket, a Season Ticket or a Concessions Ticket entitling the holder entry to the relevant Match.

“Ticket Office” means the ticket office at the Ground.

“Website” means the Club’s website at <http://www.oufc.co.uk>

“Young Adult” means a person aged 18 or over but Younger than 22.