



# Ticket Terms and Conditions

## 2019/2020

These terms and conditions (these "Terms"), together with the Club's privacy policy (<http://www.evertonfc.com/functional/privacy>), Ground Regulations (<http://www.everton.com/content/tickets/moreinformation/ground-regulations>) and (if you use the Website) website terms of use (<http://www.evertonfc.com/functional/terms-and-conditions>) (this "Agreement"), provide you with information about the Club and set out the legal terms and conditions on which the Club sells you Tickets and governs any use of Tickets.

PLEASE NOTE THAT SEASON TICKET(S) WILL AUTOMATICALLY RENEW AS SET OUT IN CLAUSES 2.7 TO 2.16.

Please read this Agreement carefully and make sure that you understand it before buying Tickets and before using any Tickets.

### Purchaser:

If you are the purchaser of any Tickets then you are referred to in this Agreement as a "Purchaser". By purchasing Tickets, the Purchaser certifies that they have read and understood the terms of this Agreement and agrees to be bound by, and comply with, this Agreement. If the Purchaser is not the Named Ticket Holder then the Purchaser shall make the Named Ticket Holder aware of the terms of this Agreement and shall ensure that the Named Ticket Holder complies with the terms of this Agreement.

### Named Ticket Holders:

If the Tickets are issued in your name, whether you purchased those Tickets or someone else paid for them but designated you as the ticket holder, then you are referred to in this Agreement as a "Named Ticket Holder". By entering the Stadium or otherwise using any Ticket or exercising any rights under this Agreement, the Named Ticket Holder: (i) certifies that they have read and understood the terms of this Agreement and agrees to be bound by, and comply with, the terms of this Agreement; and (ii) agrees that it will bring the terms of this Agreement to the attention of any Guest that it permits to use any of its Tickets and shall ensure that each such Guest complies with the terms of this Agreement.

### Guest:

If you are the purchaser of any Tickets then you are referred to in this Agreement as a "Purchaser". By purchasing Tickets, the Purchaser certifies that they have read and understood the terms of this Agreement and agrees to be bound by, and comply with, this Agreement. If the Purchaser is not the Named Ticket Holder then the Purchaser shall make the Named Ticket Holder aware of the terms of this Agreement and shall ensure that the Named Ticket Holder complies with the terms of this Agreement.

### 1. ISSUE OF TICKETS AND ELIGIBILITY

#### Purchase of Tickets

- 1.1 The price payable for each Ticket shall be as set out on the Website or as otherwise notified by the Club at the time of purchase. All prices are inclusive of VAT.
- 1.2 When the Purchaser submits an application, the Purchaser is offering to buy Tickets at the fee stated in accordance with Clause 1.1 which, if accepted by the Club, will result in a binding contract. It is therefore important that the Purchaser reads and accepts this Agreement before submitting their order.
- 1.3 The fee for each Ticket is payable by the Purchaser to GPSL, a group company of the Club.
- 1.4 With regards to an online order:
  - (i) once the Purchaser has completed their order, they will be asked to confirm that it is correct. If it is not, the Purchaser can amend or cancel the order before submitting it. It is the Purchaser's responsibility to ensure the order is correct before submission. Payment will be taken when the Purchaser clicks the 'confirm' button (or equivalently marked button). This does not indicate the Club's acceptance of the Purchaser's offer, and the Purchaser will be refunded in the unlikely event that the Club refuses the offer;
  - (ii) the Club will send a confirmation email to the Purchaser on receipt of the order. This is not an acceptance of the Purchaser's offer, but an acknowledgement that the Club has received the order and that the Everton Box Office is processing it; and
  - (iii) the contract between the Club and the Purchaser will be formed when the Club sends an email to the Purchaser confirming that the order has been completed.
- 1.5 If the payment method or details are declined when GPSL attempts to retrieve payment for any Tickets or any other associated fees, the Club will use reasonable endeavours to contact the Purchaser (using the contact details provided in their application) to arrange payment. The Stadium's access control system will not permit the Named Ticket Holder and/or Guests attempting to use the affected Tickets entry to the relevant Match(es) until sufficient payment is received. The affected Tickets may be cancelled if the Club is not successful in contacting the Purchaser having made reasonable attempts to do so and the Purchaser has not contacted the Club and the Purchaser will be liable to the Club for any bank, other administrative charges and/or expenses incurred by the Club and/or GPSL as a result of any failed attempted payments.
- 1.6 Once a Ticket has been purchased in accordance with Clause 1.4, this Agreement shall remain in full force and effect (unless terminated earlier in accordance with the terms of this Agreement).

- (i) for Season Tickets, until the end of a Season after which the Season Ticket is not renewed under Clauses 2.7 to 2.16 (inclusive); and
  - (ii) for Match Tickets, until the end of the day on which the Match is played (the "Agreement Term").
- 1.7 All Tickets (including, without limitation, each Season Card) shall remain the property of the Club at all times and must be produced together with evidence of the Named Ticket Holder's (or Guest's) 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 a Ticket (including, without limitation, a Season Card) at any time if it reasonably suspects the Named Ticket Holder and/or Guest has breached the terms of this Agreement.
- 1.8 Whilst the Club makes every effort to ensure that pricing and ticketing information provided on, but not limited to, the Website or any other literature or by a sales representative is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the Ticket(s) the Purchaser has ordered, the Club will endeavour to inform the Named Ticket Holder as soon as possible, and give the Named Ticket Holder the option of reconfirming the Named Ticket Holder's order at the correct price/specification (and paying the difference in price to GPSL, if applicable), or cancelling it. If the Club is unable to contact the Named Ticket Holder, it will unfortunately have to treat the order as cancelled. If the order is cancelled, a full refund will be provided via the payment method used to purchase the Ticket.
- 1.9 If the Named Ticket Holder is not the Purchaser, then the Purchaser confirms that the Named Ticket Holder would be entitled to purchase the relevant Ticket(s) and attend the relevant Match(es) in accordance with the terms of this Agreement.
- 1.10 Once purchased, the Purchaser is not entitled to cancel or change their Ticket(s) (save that a Concession Ticket may be upgraded on payment of the applicable supplement) because the rights of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to this Agreement. However, each Purchaser, Named Ticket Holder and Guest has legal rights if the Club does not comply with its obligations owed to them in this Agreement with reasonable care and skill. Advice about the Purchaser, Named Ticket Holder or Guest's legal rights is available from the local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights

#### **Eligibility to purchase Tickets**

- 1.11 Tickets (save for those expressly referred to as being located in the Away Fans Area of the Stadium) are for the use of supporters of the Club only. Each Named Ticket Holder and Guest (other than for the Away Fans Area of the Stadium) confirm that they are supporters of the Club and the Named Ticket Holder will only allow Guests who are supporters of the Club to use such Tickets.
- 1.12 Tickets in the Home Fans Area are available for use by Home Fans only. Tickets in the Away Fans Area are available for use by Away Fans only.
- 1.13 If the Named Ticket Holder uses a Match Ticket for a seat located in the Away Fans Area of the Stadium, the Named Ticket Holder will not be permitted to transfer it for a seat located in the Home Fans Area of the Stadium and vice versa (regardless of whether the Named Ticket Holder is asked to leave that section of the Stadium and/or where there is space in the opposing area).

#### **Terms applying to the Purchaser and Guests**

- 1.14 A Named Ticket Holder or Guest may be required at any time whilst at the Stadium to deliver up their Ticket for inspection by the Club and to prove that they are entitled to use the relevant Ticket in accordance with Clause 5.3 or 5.4.
- 1.15 To access the Stadium, a Named Ticket Holder or Guest must present the Ticket at the turnstile reader as directed by the turnstile operator. Admission will be refused to any person who attempts to use the same Ticket on more than one occasion at the same Match, or use a Ticket which has been cancelled.
- 1.16 A Match Ticket does not grant any priority in respect of tickets for other Matches or any other events at the Stadium or in relation to any other stadium and a Season Ticket does not grant any priority in respect of tickets for Matches not included in that Season Ticket or any other events at the Stadium or in relation to any other stadium.
- 1.17 The Club may from time to time create images, audio footage and/or audio-visual footage of the Named Ticket Holder and/or Guest attending the Stadium. The Club owns all rights in such images and footage and shall be entitled to use the same for the purpose of: (i) promoting the Club and its commercial partners; and (ii) any other commercial activity, provided such use does not intentionally harm the reputation of the relevant individual whose image is used. The Named Ticket Holder and each Guest 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 that person as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of this Agreement.
- 1.18 Each Named Ticket Holder and Guest agrees that the Matches for which Tickets are used are public, and that their appearance and actions inside and in the perimeter of the Stadium where a Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Matches.
- 1.19 Save as set out in Clause 1.20 below, no Named Ticket Holder or Guest shall capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Stadium, nor may the Named Ticket Holder or Guest bring into the Stadium or use within the Stadium (or provide to, facilitate or otherwise assist another person to use within the Stadium) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Stadium (and all copies thereof) in whatever form, to the Premier League and/or the Club.
- 1.20 Mobile telephones and other mobile devices are permitted within the Stadium provided that: (i) 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 (ii) no Material that is captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 1.21 The copyright, database right and all other rights, title and interest in and to all Material that the Named Ticket Holder or Guest produces at the Stadium in relation to the Match, any players and other persons present in the Stadium and/or the Stadium (whether produced in breach of Clause 1.19 above, or otherwise) is hereby assigned to the Club, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Premier League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Club absolutely and with full title guarantee.

- 1.22 Each Named Ticket Holder and Guest is responsible for the security of their belongings and property whilst at the Stadium. Large bags will not be allowed into the Stadium and the Club does not provide storage facilities for such bags or similar items.
- 1.23 Save for official Club merchandise and/or other football-related clothing worn in good faith, no Named Ticket Holder or Guest shall bring into, use, wear or display within the Stadium any sponsorship, promotional or marketing materials.
- 1.24 No Named Ticket Holder or Guest shall offer or distribute (either for free or for sale) within the Stadium any consumer article or commercial product of any nature.
- 1.25 The Club reserves the right to refuse admission to, or eject from, the Stadium any person who fails to comply with these Terms and/or the Ground Regulations and any such person shall become a trespasser immediately upon such failure to comply with these Terms and/or the Ground Regulations.
- 1.26 Save for Away Fans, any attempt by a Named Ticket Holder or Guest to gain access to the Stadium wearing or carrying apparel that demonstrates support for the Opposing Team may result in admission being refused or that Named Ticket Holder or Guest being ejected from the Stadium and in such circumstances no refund or alternative seat will be offered.
- 1.27 The Club does not guarantee that the team for any particular Match will necessarily only be selected from the Club's regular First Team players.
- 1.28 The issue of Tickets by the Club and subsequent access to the Stadium for Named Ticket Holders and Guests is conditional upon the rules and regulations of the Football Authorities.

## **2. SEASON TICKETS**

- 2.1 This Clause 2 sets out the specific provisions applicable to the purchase and use of Season Tickets. In particular, note that full Season Tickets automatically renew as set out in Clauses 2.7 to 2.16.

### **Use of Season Tickets**

- 2.2 A full Season Ticket provides access to all Home Matches played by the Club in the Premier League during the relevant Season. A half Season Ticket provides access to the Home Matches specified during the order process played by the Club in the Premier League during the relevant Season.
- 2.3 If a Season Ticket is purchased by direct debit, failure to complete any payments by the due date for payment may result in cancellation of that Season Ticket and no refunds shall be made in respect of services already provided to the Named Ticket Holder (or the Named Ticket Holder's Guests) by the Club.
- 2.4 The Named Ticket Holder may not downgrade the Named Ticket Holder's Season Ticket but may upgrade the Season Ticket for any particular Match at the discretion of the Club. The Club will typically allow upgrades of the following types: (a) a Kid to a Junior, Young Adult (18 - 21), Young Adult (22 - 24) or Adult; (b) a Junior to Young Adult (18 - 21), Young Adult (22 - 24) or Adult; (c) a Young Adult (18 - 21) to a Young Adult (22 - 24) or Adult; or (d) a Young Adult (22 - 24) to Adult. Upgrade prices will be calculated in accordance with the individual Match Ticket price minus the pro rata amount paid when purchasing the discounted Season Ticket. If the Named Ticket Holder is found guilty of abusing the foregoing, the Named Ticket Holder will have their Season Ticket withdrawn. For the purposes of this Agreement: (i) a "Kid" is defined as a person aged 10 or under on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; (ii) a "Junior" is defined as a person aged between 11 and 17 years (inclusive) on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; (iii) a "Young Adult (18 - 21)" is defined as a person aged between 18 and 21 years (inclusive) on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; (iv) a "Young Adult (22 - 24)" is defined as a person aged between 22 and 24 years (inclusive) on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; (v) an "Adult" is defined as a person aged between 25 and 64 years (inclusive) on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; and (vi) a "Concession" is defined as a person who is aged 65 years or older on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season.
- 2.5 Any person entering the Stadium using an ineligible Season Ticket will have their Season Ticket withdrawn and no refund will be given in respect of remaining Matches. The Club reserves the right in such cases to pursue a criminal prosecution and/or a civil remedy.
- 2.6 The Named Ticket Holder must promptly notify the Everton Box Office in writing of any change of their address or other contact details.

### **Automatic renewal of full Season Tickets**

- 2.7 The Club shall automatically renew the Named Ticket Holder's full Season Ticket(s) (but not, for the avoidance of doubt, any half Season Ticket) for the following Season in accordance with Clauses 2.8 to 2.16. Automatic renewal shall only apply:
  - (i) during a Season if competitive home matches of the First Team for the next Season are scheduled to be played at Goodison Park. For the avoidance of doubt, Season Tickets shall not be automatically renewed in advance of any Season during which the First Team will play competitive home matches at a stadium other than Goodison Park; and
  - (ii) if the Season Ticket(s) was purchased by direct debit.
- 2.8 For the avoidance of doubt, the Named Ticket Holder's Season Ticket(s) shall be renewed as a Kid, Junior, Young Adult (18 - 21), Young Adult (22 - 24), Adult or Concession Season Ticket (as applicable), and shall be modified (including in respect of price) to reflect any transition between categories, in accordance with the Club's records as to the age of the Named Ticket Holder.
- 2.9 The Club shall inform the Named Ticket Holder no later than 21 days before the Final Renewal Deadline:
  - (i) of the date on which their Season Ticket(s) shall automatically renew (the "Renewal Date");
  - (ii) the price for such renewal;
  - (iii) the terms and conditions applicable to the subsequent Season's Season Ticket(s);
  - (iv) how the Named Ticket Holder can notify the Club that the Named Ticket Holder does not wish to have their Season Ticket(s) renewed; and
  - (v) any other information that is relevant to such renewal.
- 2.10 If a Named Ticket Holder allows their Season Ticket(s) to be renewed in accordance with this Agreement, and the direct debit used to pay for such Season Ticket(s) is in the name of someone other than the Named Ticket Holder, then the Named Ticket Holder confirms that they have the permission of the Purchaser for the direct debit to continue for the following Season at the amounts and frequency set out in the notice provided under Clause 2.9.

- 2.11 GPSL (or its payment service provider on GPSL's behalf) shall take payment for the renewal of the Named Ticket Holder's Season Ticket(s) by using the direct debit details provided by the Named Ticket Holder to the Club or GPSL (or their respective payment service providers) for the original purchase of the Season Ticket(s) (or where the Season Ticket(s) has previously been automatically renewed, the direct debit details provided to the Club or GPSL (or their respective payment service providers) for such renewal, if different). If the Club or GPSL (or their respective payment service providers) does not have valid direct debit details for the Named Ticket Holder, or the Named Ticket Holder wishes to use different direct debit details, the Named Ticket Holder will notify the Club of their direct debit details and the Club or GPSL (or their respective payment service providers) will use those details for the renewal.
- 2.12 If the Named Ticket Holder does not wish to renew their Season Ticket(s) for the subsequent Season, the Named Ticket Holder shall provide notice to the Club (in the form specified by the Club in the notice sent by the Club under Clause 2.9 or by using the contact details in Clause 15.2 below) prior to the Automatic Renewal Date. Such Season Ticket(s) shall not be renewed (and therefore shall be deemed cancelled) and shall be made available for re-sale to the general public
- 2.13 If the Named Season Ticket Holder does not wish for their Season Ticket(s) to renew automatically for the subsequent Season, but is undecided as to whether they wish to renew their Season Ticket(s) for the subsequent Season, the Named Ticket Holder shall provide notice to the Club of the same (in the form specified by the Club in the notice sent by the Club under Clause 2.9 or by using the contact details in Clause 15.2 below) prior to the Automatic Renewal Date. In such circumstances, the Named Ticket Holder's Season Ticket(s) shall not automatically renew but the Named Ticket Holder shall still have the option to renew their Season Ticket(s) up until the Final Renewal Deadline. If the Named Season Ticket holder does not then renew their Season Ticket(s) prior to the Final Renewal Date, such Season Ticket(s) shall not be renewed (and therefore shall be deemed cancelled) and following the Final Renewal Date shall be made available for re-sale to the general public.
- 2.14 If the Club does not receive notice from the Named Ticket Holder that the Named Ticket Holder either does not wish to renew their Season Ticket(s) for the subsequent Season under Clause 2.12, or does not wish for their Season Ticket(s) to automatically renew for the subsequent Season (but is undecided as to whether they wish to renew their Season Ticket(s) for the subsequent Season) under Clause 2.13, then:
- (i) such Season Ticket(s) shall automatically renew on the Automatic Renewal Date for the subsequent Season and the Named Ticket Holder shall have no right to choose not to renew such Season Ticket(s) for that Season or to cancel the renewal; and
  - (ii) the Named Ticket Holder shall be deemed to have accepted the terms and conditions applicable to the renewed Season Ticket provided by the Club under Clause 2.9(iii).
- 2.15 If the Named Ticket Holder fails to provide the Club or GPSL with a valid payment method for the renewal of their Season Ticket(s) and the Club is unable to process the renewal of such Season Ticket(s), then such Season Ticket(s) shall not be renewed (and therefore shall be deemed cancelled) and shall be made available for re-sale to the general public:
- 2.16 The Club shall be entitled to withdraw the Named Ticket Holder's Season Ticket from the automatic renewal process, but in such circumstances this shall not affect the Named Ticket Holder's option to renew their Season Ticket(s) up until the Final Renewal Date:

#### **Non-Adult Tickets and Tickets for the Family Enclosure**

- 2.17 Kids, Junior, Young Adult (18 - 21), Young Adult (22 - 24) and Concession Season Ticket applications (as such terms are defined in Clause 2.4) must be accompanied by a photocopy of a valid passport or birth certificate. Failure to produce the required identification will result in the Season Ticket being held back from release until such identification has been produced to the Club and the Club will not be responsible for, and shall not offer any refund in relation to, any Matches missed as a consequence. A Kid Season Ticket is only available with an accompanying Adult Season Ticket.
- 2.18 For Matches not included within a Season Ticket, the Club cannot guarantee that a Family Enclosure will be in operation.
- 2.19 For any Named Ticket Holder or Guest that is 16 years old or under, their parent(s) and/or guardian(s) are responsible for their actions, conduct and compliance with these Terms and the Ground Regulations.
- 2.20 Family Enclosure Season Tickets are eligible for family groups comprising of at least one Kid or Junior and one Adult per group and a maximum of two Adults to one Kid or Junior in the group.
- 2.21 In order to maintain the safety and security of young patrons, the Club recommends that Juniors are accompanied to Matches by a responsible Adult. Kids must be accompanied by a responsible Adult at all times.
- 2.22 Each Named Ticket Holder and Guest expressly acknowledges and agrees that by using a Ticket in the Family Enclosure they shall conduct themselves in a manner that is appropriate for a section which is 'family friendly' and includes children. In this area each Named Ticket Holder and Guest shall, in addition to the other Clauses set out in these Terms and the Ground Regulations, refrain from using bad language, swear words or otherwise behaving in a manner which is inappropriate in a 'children friendly' enclosure. The Club will seek to enforce these Terms and the Ground Regulations relating to conduct and behaviour strictly.

#### **Non-Premier League Home Matches**

- 2.23 At the discretion of the Club, and in accordance with the requirements of Merseyside Police and Licensing Authority, the Club may offer for purchase Tickets for any non-Premier League Home Matches to Season Ticket Holders before they go on sale to the general public. Details of sale dates will be published at the Stadium on Home Match days, on the Website and, where time permits, in the local press.
- 2.24 For certain non-Premier League Home Matches, in order to comply with competition regulations and in accordance with the provision of the Club's existing safety certificate, it may not be possible for the Club to offer all Season Ticket Holders the opportunity of purchasing a Ticket for the seat they occupy at Premier League Home Matches. In this event, the Club will use reasonable efforts to offer the Named Ticket Holder the nearest available seat (subject to availability).
- 2.25 The Club may, at its own discretion, for any non-Premier League Home Match make all or any seating area inside the Stadium unreserved and may offer Tickets for sale on that basis. In this event it will not be possible for the Named Ticket Holder to purchase a Ticket for the seat they normally occupy for Matches covered by their Season Ticket.

#### **AutoCup Scheme**

- 2.26 The Club may operate a scheme to allow Season Ticket Holders to sign up automatically to purchase Tickets for Home Matches in Cup Competitions (the "AutoCup Scheme").

- 2.27 The Named Ticket Holder may join the AutoCup Scheme up to, but no later than, 30 November during the Season.
- 2.28 The Named Ticket Holder will receive written notification prior to the start of the Season confirming the Home Matches for which the Named Ticket Holder has applied (if applicable) at that point in time. Please note that receipts will not be issued on a match-by-match basis.
- 2.29 The Club will use reasonable efforts to notify the Named Ticket Holder of prices and payment dates at least 14 days prior to the relevant Home Match via the Website, in the Club publications and in the Everton Box Office. The Named Ticket Holder can also receive details by email by contacting the Everton Box Office with their email address.
- 2.30 If the Named Ticket Holder has joined the AutoCup Scheme, the Named Ticket Holder's Season Ticket will be activated for the relevant Home Matches unless the Named Ticket Holder is otherwise notified by the Club.
- 2.31 The Named Ticket Holder is not permitted to cancel single Matches within the AutoCup Scheme, but the Named Ticket Holder may cancel their entire participation in the AutoCup Scheme by notifying the Club in writing no later than five working days prior to the date of the next relevant Match to the Everton Box Office. If the Named Ticket Holder cancels their participation in the AutoCup Scheme then: (i) the Named Ticket Holder may not re-apply for the AutoCup Scheme during that same Season; (ii) where the Club has activated the Named Ticket Holder's Season Ticket to allow entry to a Match pursuant to the AutoCup Scheme, the Club shall cancel such activation so that the Season Ticket will not permit entry into the Stadium for that Match; and (iii) where the Club has already issued the Named Ticket Holder with a Ticket under the AutoCup Scheme for a Match that has not yet been played, the Named Ticket Holder must return that Ticket to the Club no later than 72 hours prior to the date of the relevant Match (at the Named Ticket Holder's cost) and such Tickets will not be refunded by the Club if the Club receives the Tickets after this time.
- 2.32 If the Named Ticket Holder participates in the AutoCup Scheme then the Named Ticket Holder must keep the Club updated in writing (not including e-mail) of any changes to the Named Ticket Holder's payment details.
- 2.33 If the Named Ticket Holder participates in the AutoCup Scheme but makes two failed payments during any Season, the Named Ticket Holder's participation in the AutoCup Scheme will be cancelled and the Named Ticket Holder will not be eligible to participate in equivalent schemes for future Seasons.

### **3. AWAY MATCHES, CUP SEMI-FINALS AND CUP FINALS**

- 3.1 The Club's allocation for Away Match Tickets will vary depending upon the capacity of the host stadium and/or the competition rules and regulations.
- 3.2 Match Ticket Credits will be awarded with reference to the Named Ticket Holder's customer number on a 'per Match per Match Ticket' basis and will only take effect once the Match in question has been played. Season Ticket Holders will receive Match Ticket Credits when purchasing Tickets for and attending domestic Away Matches in the Premier League and Matches (home and away) in any Cup Competition.
- 3.3 In the event that anticipated demand is likely to outstrip supply (as determined by the Club), the Club may only accept applications online. In these circumstances, ticket priority will be given to those Home Fans with the relevant number of Match Ticket Credits. The Club will announce any specific details for each Away Match once such details are determined.
- 3.4 In the event that the First Team progresses to the semi-final or final round of a Cup Competition, the Club shall give priority for the purchase of Tickets to Season Ticket Holders with the highest number of Match Ticket Credits. The Club will announce any specific details for each such Match once such details are determined.
- 3.5 The Club offers no guarantee that any Season Ticket Holder can purchase tickets in respect of Premier League Matches played at other stadiums.
- 3.6 In order to receive Match Ticket Credits for attending Away Matches, the Named Ticket Holder must provide their customer number (and those of any Guests) at the point of sale. The Club will not retrospectively provide Match Ticket Credits for attending Away Matches in any circumstances.
- 3.7 The Club expects Home Fans attending Away Matches to uphold the good name and reputation of the Club. Home Fans at Away Matches agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club into disrepute.
- 3.8 The Club does not tolerate homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other). Any Home Fan who is found or is reported to be abusing any football player, supporter, member of staff or any other individual in or around an Away Match, including any travel to and from an Away Match, will face arrest and prosecution by the police, as well as action by the Club.

### **4. HOME FANS WITH A DISABILITY**

- 4.1 This Clause 4 applies if the Named Ticket Holder is a Home Fan with a disability.
- 4.2 A Named Ticket Holder with a disability may be entitled to an additional Ticket(s) for the use of a personal assistant or companion (a "PA") in accordance with the Club's "Disabled Supporters Ticketing Policy", available here: [www.evertonfc.com/content/fans/disabled-supporters](http://www.evertonfc.com/content/fans/disabled-supporters).
- 4.3 The Named Ticket Holder and their PA must attend and gain access to the Stadium together. A PA cannot gain access separately.
- 4.4 A PA must not attend the Match on their own or with any non-disabled person. If the Named Ticket Holder is unable to attend the Match please notify the Disabled Liaison Officer as soon as possible so that the Club can sell or donate the Named Ticket Holder's place to another disabled supporter. Please note that stewards and Club staff will be carrying out checks of Tickets. All proven abuses of the disabled supporter's concessionary scheme will be dealt with severely and will result in the loss of the Named Ticket Holder's Ticket. It may also result in criminal prosecution.
- 4.5 The Club is committed to assisting its disabled supporters' Match day experience and encourages participation in the Everton Disabled Supporters Association ("EDSA"). Contact details for Disabled Liaison Officer, Brendan Connolly, are as follows (and may be updated from time to time on the Website):  
[Brendan.connolly@evertonfc.com](mailto:Brendan.connolly@evertonfc.com) or 0151 530 5396. Full information on the EDSA and disabled fan access to Matches at the Stadium may be found at: [www.evertonfc.com/content/fans/disabled-supporters](http://www.evertonfc.com/content/fans/disabled-supporters).

### **5. SALE OR TRANSFER OF TICKETS**

- 5.1 Save as expressly set out in this Agreement, Tickets are non-refundable and cannot be exchanged or transferred.
- 5.2 The Club issues to the Named Ticket Holder the Ticket(s) for the Named Ticket Holder's sole use. The Named Ticket Holder shall not resell, assign or (save as set out in this Clause 5) transfer their Ticket(s) (or the benefit of it or them) to any other person without the prior written consent of the Club. References in these Terms to reselling Tickets includes offering to sell a Ticket, exposing a Ticket for sale, making a Ticket available for sale by another person and/or advertising that a Ticket is

available for purchase. 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 by the Club.

#### **Match Tickets**

- 5.3 If more than one Match Ticket is issued to the Named Ticket Holder, one Match Ticket must be retained by the Named Ticket Holder for their personal use and the other Match Ticket(s) may be transferred to a natural person (each, a "**Match Guest**") provided that:
- (i) the Match Guest is known to the Named Ticket Holder personally;
  - (ii) it is for the Match Guest's personal use only;
  - (iii) the Match Guest would be entitled (under these Terms) to purchase such Match Ticket and attend such Match;
  - (iv) the sale or transfer takes place in consideration of no payment or benefit which is in excess of the face value of that Match Ticket; and
  - (v) the sale or transfer does not take place during the course of any business or for the purpose of facilitating any third party's business.

#### **Season Tickets**

- 5.4 If more than one Season Ticket is issued to the Named Ticket Holder, the Named Ticket Holder may allow another natural person(s) (each a "**ST Guest**") to attend a Match using one of the Season Tickets, provided that the Named Ticket Holder is also in attendance and:
- (i) the ST Guest is known to the Named Ticket Holder personally;
  - (ii) it is for the ST Guest's personal use only;
  - (iii) the ST Guest would be entitled (under these Terms) to purchase such Ticket and attend such Match;
  - (iv) where a Season Ticket is sold or transferred to a ST Guest: (a) the sale or transfer takes place in consideration of no payment or benefit which is in excess of the pro rata value of the Season Ticket for that Match (calculated as the total price for the Season Ticket divided by the total number of Matches covered by the Season Ticket); and (b) the sale or transfer does not take place during the course of any business or for the purpose of facilitating any third party's business;
- 5.5 If the Named Ticket Holder cannot attend a particular Match included within their Season Ticket(s), the Named Ticket Holder may transfer the use of their Season Ticket(s) for that Match either:
- (i) with the express written consent of the Club; or
  - (ii) via the Club's official ticketing exchange system (if any), details of which will be available on the Website.

#### **General**

- 5.6 A resale or transfer of a Ticket by the Named Ticket Holder to any Guest will be made in accordance with these Terms and the Ground Regulations which will (save for any rights to transfer under this Clause 5 or any rights or obligations specific to the Named Ticket Holder rather than a Guest) apply to and bind that Guest as if they were the original purchaser of the Ticket. The Named Ticket Holder must inform the Guest of this and the Club shall hold the Named Ticket Holder responsible if the Named Ticket Holder fails to so notify each Guest. The Named Ticket Holder must provide the name and address of each Guest(s) when asked to do so by any official, steward or employee of the Club or any police officer.
- 5.7 The unauthorised sale or disposal of a Ticket (for Season Tickets, either as a whole or for a particular Match or Matches) 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, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Club will inform the police when it becomes aware that a Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking the law. If any Purchaser, Named Ticket Holder or Guest is convicted of a ticket touting offence, or the Club reasonably suspects that they have committed such an offence, the Club will notify the Premier League who may in turn notify other football clubs, Football Authorities, event holders and/or the relevant law enforcement authorities. The information that the Club shares may include that individual's personal data, including name and contact details and information about the offence and about ticket purchases (including payment details). The Club will use this to identify and prevent ticket touting offences and disorder at Matches.

#### **6. SEATS**

- 6.1 No Ticket shall provide the Named Ticket Holder or Guest with title to the seat specified or any other seat in the Stadium and, save as set out expressly in this Agreement, no Named Ticket Holder or Guest is granted any right to reserve any such seat for any subsequent Match or Season.
- 6.2 Each Named Ticket Holder and Guest must occupy the seat allocated to them by the relevant Ticket, unless notified by the Club that they must sit in a different seat in accordance with Clause 6.3 below.
- 6.3 The Club reserves the right, in its sole discretion, to allocate to each Named Ticket Holder and Guest an alternative seat anywhere in the Stadium (for Season Tickets, on a temporary basis), including (without limitation):
- (i) when the stand or part of the stand in which the seat is allocated is closed for repairs, maintenance or re-build;
  - (ii) to comply with the requirements of any Football Authority;
  - (iii) when the Away Fans are allocated the entire or any part of the stand at the Stadium usually occupied by that Named Ticket Holder or Guest; or
  - (iv) when the Club, the police or any other relevant authority or Football Authority otherwise considers it desirable in the interests of safety, crowd control or other Club requirements to re-allocate the seat.

The Club will use reasonable endeavours to ensure that such alternative seat is of at least equal value to the original seat but if the alternative seat is of lower value then the Club will pay to the Named Ticket Holder (or, if different to the Named Ticket Holder, the Purchaser) a refund equal to the difference in the price of

the seats.

- 6.4 A Ticket admits the Named Ticket Holder or Guest to such areas within the Stadium and at such times as notified to the Named Ticket Holder or (if different to the Named Ticket Holder) the Purchaser during the order process and as the Club may from time to time determine and in accordance with these Terms and the Ground Regulations.
- 6.5 No Named Ticket Holder or Guest is entitled to re-enter the Stadium if they leave the Stadium at any time on a Match day, except where the Club expressly approves such re-entry. The Club will only give such approval where the Named Ticket Holder or Guest had a compelling reason to leave the Stadium in the first instance (for example, reasons of medical emergency).
- 6.6 Each Named Ticket Holder and Guest should be aware that access to the upper tiers of the Main Stand (including the Top Balcony) and Bullens Road Stands in the Stadium involves a substantial amount of climbing. If a Named Ticket Holder or Guest has difficulty climbing or suffers from vertigo, that Named Ticket Holder or Guest is advised accordingly. Each Named Ticket Holder and Guest should also be aware that certain seats situated in the lower stands of the Stadium may be affected by adverse weather conditions.
- 6.7 Approximately 50% of the seating in the Stadium is such that the view of the pitch, or the available leg room, is impeded in some way. This is due to the nature and age of the Stadium and, unless the view from a seat is classed as an 'obstructed view' (see Clause 6.8), no discount is offered for any such Ticket.
- 6.8 Approximately 10% of the seating in the Stadium is classified as having an 'obstructed view'. An obstructed view seat is defined as such when the view of all, or part of, one set of goalposts is impeded. Any seat that is classed as an 'obstructed view' carries a £1 discount off the standard seat price for a Match Ticket in that area of the Stadium.
- 6.9 The Club shall have no liability to any Named Ticket Holder or Guest for any interruptions and/or restrictions to their view of any Match and/or any impact on their enjoyment of any Match which in each case is caused by either the position of their allocated seat and/or other ticket holders in the Stadium.

## **7. REPAIRS AND MAINTENANCE**

- 7.1 The Club will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the Stadium provided that the Club will not accept liability for, and shall not be in breach of its obligations by reason of, any breakages or defects to any part of the Stadium which are not the result of fair wear and tear or are caused by a Named Ticket Holder or Guest's acts or omissions. Notwithstanding the foregoing, the Club will not be liable for and will not be in breach of its obligations by reason of any breakages in, or defects to, any part of the Stadium if, pursuant to Clause 6 or otherwise, it provides that Named Ticket Holder or Guest with an alternative seat (or seats) at the Stadium.
- 7.2 The Club has the right to charge the Named Ticket Holder for the cost of repairs, maintenance, replacement or cleaning of any part of the Stadium, or any fixtures or fittings therein, resulting from any act or omission of the Named Ticket Holder (or the Named Ticket Holder's Guest) other than as a result of fair wear and tear.
- 7.3 The Club may at any time carry out emergency repairs to any part of the Stadium to which a Named Ticket Holder or Guest has access, or any fixtures or fittings therein, or any adjoining property of the Club, and to suspend access to such areas of the Stadium as necessary.

## **8. LOST, FORGOTTEN, STOLEN OR DAMAGED TICKETS**

- 8.1 If the Named Ticket Holder or a Guest forgets a Season Ticket for a Home Match (covered by that Season Ticket) then the Named Ticket Holder (either on their own behalf or on behalf of a Guest) may apply for a print of that Ticket for that Home Match. The Named Ticket Holder will be required to pay the full value of a Match Ticket price for the relevant seat and an amount equal to the price of such replacement Ticket will be reimbursed by the Club to the Named Ticket Holder within 28 days of the Match being played (less a £5 administration fee per Season Ticket), provided that the Club can verify the forgotten Season Ticket was not used to gain access to that Home Match. The Named Ticket Holder must present proof of identification at the time the Named Ticket Holder makes an application for a replacement Ticket.
- 8.2 In the unlikely event that a Season Ticket develops a fault, the Named Ticket Holder should return it to the Everton Box Office as soon as possible and the Named Ticket Holder may be issued with a Match Ticket for any Match played in the period of time during which the fault is being investigated. The fault will be investigated and the Club will endeavour to resolve the issue before the next Home Match, if reasonably practicable.
- 8.3 The Named Ticket Holder should bring proof of identification (e.g. driving licence or passport) when reporting Tickets which have been lost, stolen or forgotten. If the Named Ticket Holder cannot show satisfactory proof of identification upon request, the Club will not allow the Named Ticket Holder access into the Stadium.
- 8.4 No refunds shall be paid in respect of any Match which a Ticket entitles the Named Ticket Holder to attend but which the Named Ticket Holder (or their Guests) does not attend, including due to the Named Ticket Holder (or their Guest(s)) not attending Matches, collecting the relevant Ticket late or failing to collect the Ticket.
- 8.5 If a Season Ticket is lost, stolen or damaged a replacement Season Ticket may be issued at the Club's discretion, provided that the Named Ticket Holder: (i) pays to the Club a £10 replacement fee per Season Ticket; and (ii) signs a document confirming that the original Season Ticket is damaged, lost, stolen or destroyed and confirms to the Club that the Named Ticket Holder will be liable for any direct or indirect consequences of such matter having been falsely represented or stated to the Club. In the case of stolen Season Tickets:
  - (i) the Named Ticket Holder shall notify the Everton Box Office immediately upon becoming aware that such Season Tickets have been stolen and the Club will issue new Season Tickets; and
  - (ii) the Club shall cancel the old Season Tickets so that they no longer provide access to the Stadium.

## **9. RESCHEDULED MATCHES AND REFUNDS**

- 9.1 No refunds will be made in respect of Matches
  - (i) not attended by any Named Ticket Holder and/or Guest (other than for postponed or abandoned Matches as set out in Clauses 9.3 to 9.5 (inclusive));
  - (ii) delayed or rescheduled to accommodate live television coverage or for any other reason; or
  - (iii) in any circumstance where the Club has cancelled a Ticket as a result of the Named Ticket Holder or Guests breaching these Terms and/or the Ground Regulations

9.2 The Club and/or the relevant Football Authority reserves the right from time to time to reschedule any Home Match without notice (including the date and/or the kick-off time), including to accommodate live television broadcasts and/or Cup Competition fixtures. No guarantee is given by the Club that any Match will take place at a particular time or on a particular date. A Ticket for a Home Match that is re-arranged shall provide the Named Ticket Holder entry to the re-arranged Match (unless such Ticket is refunded under Clause 9.4).

#### **Postponed or abandoned Matches**

9.3 Save as set out in Clause 9.4, the Club will have no liability whatsoever in relation to any costs incurred by the Named Ticket Holder or Guest in relation to travel, accommodation or other related expenses arising out of or in connection with any postponed or abandoned Match or any rearranged fixture.

9.4 In the event of a Home Match being postponed or abandoned, any refund of the admission charge for a Match Ticket will be at the sole discretion of the Club (any valid claim for a refund must be made within 14 days of the date the Home Match was due to be played). The Named Ticket Holder is advised to retain the Ticket stub (if applicable) if the Named Ticket Holder (or Guest) had entered the Stadium before the postponement or abandonment, as this may need to be produced at a later date. In the extremely unlikely event that a Home Match covered by a Season Ticket is cancelled and not subsequently rearranged, the Named Ticket Holder (or, if different to the Named Ticket Holder, the Purchaser) of a Season Ticket will be entitled to a pro rata refund (calculated as the total price of the Season Ticket divided by the total number of Matches covered by that Season Ticket).

9.5 If any Premier League Away Match is rescheduled, refunds will only be processed in accordance with the terms of any literature published by the home club at the time of sale. Details of rescheduled Matches will be made available on the Website, on matchday broadcasts and by contacting the Everton Box Office.

#### **10. BREACH OF THESE TERMS AND/OR THE GROUND REGULATIONS**

10.1 The Named Ticket Holder shall procure compliance by their Guest(s) with these Terms and/or the Ground Regulations. If any Guest breaches these Terms and/or the Ground Regulations, the Named Ticket Holder and such Guest shall both be individually and collectively liable to the Club.

10.2 Any Ticket obtained or used in breach of these Terms and/or the Ground Regulations shall be automatically void and all rights conferred or evidenced by such Ticket shall be immediately cancelled. If any Named Ticket Holder or Guest seeks to use a Ticket in breach of these Terms and/or the Ground Regulations in order to gain entry to the Stadium or remain at a Match, they shall be a trespasser and may be refused entry to, or ejected from, the Stadium in respect of a particular Match and/or, in relation to Season Tickets, may have the Season Ticket cancelled or withdrawn.

10.3 Any misconduct by a Named Ticket Holder or Guest, in a manner which the Club considers is detrimental to its interests or is likely (in the reasonable opinion of the Club) to bring football or the Club into disrepute, shall permit the Club to: (i) confiscate or forfeit (in each case without compensation) the Tickets; and/or (ii) ban that Named Ticket Holder and/or Guest from attending future Matches or other events at the Stadium for such period of time as the Club deems appropriate.

10.4 Racial, homophobic, sexual, sectarian, racial or discriminatory abuse, chanting or harassment is strictly forbidden and will result in arrest and/or ejection from the Stadium. If a Named Ticket Holder or Guest abuses any football player, supporter, member of staff or any other individual in or around the Stadium, they will face arrest and prosecution by the police. The Club reserves the right to impose a ban on that Named Ticket Holder or Guest. Any person receiving an official caution or found guilty in a court of law of an offence involving racist, homophobic or sectarian behaviour or abuse against any spectator, official or player will be banned from all future Matches at the Stadium.

10.5 The following actions shall constitute a serious breach of these Terms:

(i) smoking (including electronic cigarettes and all other electronic smoking devices) which is banned in all areas of the Stadium;

(ii) being (or appearing to be) intoxicated;

(iii) persistent standing in seated areas whilst play is in progress;

(iv) the sale or transfer (save as permitted) of a Ticket to any person;

(v) the deliberate misuse of a Ticket;

(vi) the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;

(vii) the throwing of any object within the Stadium that may cause injury or damage to people or property without lawful authority or excuse;

(viii) whether at the Stadium or travelling to or from a Match:

(A) the use of foul, abusive, racist, homophobic and/or sectarian language and/or gestures;

(B) the chanting of anything of an indecent, racist, homophobic or sectarian nature; and

(C) fighting, or engaging in and/or inciting violence;

(ix) bringing any of the following into the Stadium (or using them within the Stadium): fireworks, firecrackers, flares, smoke canisters, smoke bombs, laser devices, air horns, knives, bottles, glass vessels, cans, poles, illegal drugs/substances and any article that might be used as a weapon and/or compromise public safety;

(x) entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;

(xi) the supply of any misleading or incorrect information in any application;

(xii) any breach of Clause 1.12 or any of Clauses 1.19 to 1.21 (inclusive);

(xiii) breach of the terms of any Membership; and

(xiv) 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 Ticket.

10.6 The Club may conduct security searches where it has reason to believe that any of the breaches set out in Clause 10.5 has either occurred or may occur

10.7 In addition to Clauses 10.1 to 10.5, in the event that the Ticket Holder is in breach of these Terms and/or the Ground Regulations, the Club may:

(i) report the matter to the Premier League (who in turn may notify other Premier League clubs) and/or the UK Football Policing Unit and/or any other Football Authority, and/or

(ii) report the matter directly to the police and/or take legal action.

- 10.8 Each Named Ticket Holder and Guest also acknowledges that they may face action from the police in the event of certain of these breaches which may, among other things, render them liable to a fixed penalty fine and/or criminal prosecution.
- 10.9 Any Guest, acting alone or with others, whose conduct, or incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, shall be both individually responsible and liable, and collectively responsible and liable with the Named Ticket Holder, to the Club for any loss the Club thereby suffers. The Guest shall also be both individually responsible and liable, and collectively responsible and liable with the Named Ticket Holder, to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to the Match using the ticket with their permission.
- 10.10 No refund shall be provided for any Home Match during which the Named Ticket Holder and/or the Named Ticket Holder's Guest is ejected from the Stadium (or rejected from entering the Stadium) in accordance with these Terms and/or the Ground Regulations.
- 10.11 If the Named Ticket Holder's Season Ticket is suspended or terminated in accordance with this Agreement, the Named Ticket Holder may make a written request for a refund after the end of the relevant Season. Such a refund will only be payable: (i) for any Home Match(es) for which the Named Ticket Holder's Season Ticket is not available for use as a result of the suspension or termination; and (ii) to the extent that the Club is able to re-sell the seat attached to the Named Ticket Holder's Season Ticket for such Home Match(es). If the Club does re-sell the seat attached to the Named Ticket Holder's Season Ticket for such Home Match(es), the level of refund shall be the lower of: (i) the pro rata amount paid by the Named Ticket Holder or (if different to the Named Ticket Holder) the Purchaser for the Named Ticket Holder's Season Ticket for the Home Match(es) for which the Season Ticket is suspended or terminated; and (ii) the sums actually received by the Club from re-selling the seat attached to the Named Ticket Holder's Season Ticket, less: (i) any monies owed to the Club (and/or any other group company of the Club) by the Named Ticket Holder and (if different to the Named Ticket Holder) the Purchaser; (ii) any costs incurred by the Club in recovering the Season Ticket; and (iii) a reasonable administration fee (reflecting the resource and management required to: (A) investigate the circumstances resulting in the suspension or termination of the Named Ticket Holder's Season Ticket; (B) implement the suspension or termination; (C) attempt to re-sell the Named Ticket Holder's Season Ticket for any Home Match(es) (whether on a season or match-by-match basis); and (D) administer the refund). For the avoidance of doubt, once the foregoing deductions have been made, there may be no amount to be refunded. If any refund is payable then it will be made after the end of the relevant Season.
- 10.12 In the event that the Club decides to cancel the Tickets and/or issue the Ticket Holder with a Stadium ban, the Ticket Holder shall have the right to appeal this decision in writing to the Club's Head of Legal Services within seven days of the date of notification of the Club's decision. Such appeal shall include all evidence on which the Ticket Holder wishes to rely.
- 10.13 In the event that a Named Ticket Holder's Ticket is withdrawn or cancelled under this Agreement then the Club reserves the right to exclude that Named Ticket Holder from all Memberships and/or to disqualify that Named Ticket Holder from applying for any Match ticket or Season Ticket at its discretion, and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

## **11. UNDERTAKINGS**

- 11.1 Each Named Ticket Holder and Guest shall at all times during the Agreement Term:
- (i) use all Tickets in a proper and lawful manner and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other spectators or visitors to the Stadium or local residents) or to render void or voidable, in part or in whole, any insurance maintained by the Club in respect of the Stadium; and
  - (ii) not damage any part of the Stadium to which they are granted access (save for fair wear and tear).

## **12. EXCLUSION OF LIABILITY**

- 12.1 Nothing in these Terms excludes or limits the Club's liability for:
- (i) death or personal injury caused by the Club's negligence
  - (ii) fraud or fraudulent misrepresentation; and
  - (iii) any matter in respect of which it would be unlawful for the Club to exclude or restrict its liability (including under section 57 of the Consumer Rights Act 2015).
- 12.2 If the Club fails to comply with these Terms, the Club is responsible for loss or damage suffered that is a foreseeable result of the Club's breach of these Terms or the Club's negligence, but the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of the Club's breach or if it was contemplated by the parties at the time that this Agreement became binding (see Clause 1 above).
- 12.3 Nothing in this Agreement is intended to affect the statutory rights of the Named Ticket Holder, the Purchaser and/or the Guest. Advice about their statutory rights is available from their local Citizens' Advice Bureau or Trading Standards office.
- 12.4 The Club only sells, and provides for use, the Ticket(s) for domestic and private use, and each Purchaser, Named Ticket Holder and Guest agrees not to use any Ticket for any commercial or business purposes, and the Club has no liability to any Purchaser, Named Ticket Holder or Guest for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 12.5 Except as otherwise set out in these Terms, and to the fullest extent permitted by applicable law, the Club shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms, including admitting any Named Ticket Holder and/or Guest to the Stadium for a Match or Match(es), caused by any circumstances outside the Club's reasonable control.

## **13. DATA PROTECTION**

- 13.1 The Club is committed to protecting the privacy of all Named Ticket Holders, Purchasers and/or Guests. Any personal data that is provided to the Club will be used in accordance with the Club's privacy policy, which also sets out Named Ticket Holders, Purchasers and/or Guests' rights, a copy of which can be found on the Website

(<http://www.evertonfc.com/functional/privacy/everton-football-club>) or is available upon request from the Everton Box Office.

- 13.2 The Club may share the information of the Named Ticket Holders, Purchasers and/or Guests with the Merseyside Police and/or any other relevant law enforcement body in order to prevent and reduce crime and/or to assist the police in investigating and/or prosecuting offenders or suspected offenders.

#### **14. GENERAL**

- 14.1 If any Clause (or part of a Clause) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other Clauses shall remain in force.
- 14.2 The failure of the Club to exercise or enforce any right conferred on the Club by these Terms shall not be deemed to be a waiver of any other rights, powers or remedies, or the exercise or enforcement of any right, power or remedy available to the Club at that time.
- 14.3 Except as expressly set out in these Terms, nothing in these Terms is intended to confer a right or remedy on any person who is not a party to this Agreement.
- 14.4 Each right or remedy of the Club under these Terms is without prejudice to any other right or remedy of the Club whether under these Terms or not.
- 14.5 If the Named Ticket Holder, Purchaser or Guest wishes to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. The Club is not obliged to participate in online dispute resolution.
- 14.6 This Agreement is governed by the law of England and Wales. This means that any dispute or claim arising out of or in connection with this Agreement will be governed by, and construed in accordance with, the law of England and Wales.
- 14.7 The Named Ticket Holder, Purchaser (if different to the Named Ticket Holder), Guest and Club each agrees to submit to the non-exclusive jurisdiction of the English courts in relation to any dispute (both contractual and non-contractual) arising out of or in relation to these Terms.
- 14.8 The Named Ticket Holder, Purchaser and Guest can each bring proceedings in respect of these Terms in the English courts. However, as a consumer, if the Named Ticket Holder, Purchaser or Guest is resident in a different member state of the European Union and the Club pursues its commercial activities in, or directs its services to, that member state, then that Named Ticket Holder, Purchaser or Guest will benefit from any mandatory provisions of law of that member state. Nothing in this Agreement, including Clause 14.6, affects their rights as a consumer to rely on such mandatory provisions of local law.

#### **15. ABOUT THE CLUB AND CONTACT DETAILS**

- 15.1 Tickets are sold by the Club. The Club is a company registered in England with company number 00036624, registered office Goodison Park, Goodison Road, Liverpool L4 4EL, telephone number **0151 556 1878**, e-mail using the URL [www.evertonfc.com/functional/contact-us](http://www.evertonfc.com/functional/contact-us) and VAT registration number GB163667345.
- 15.2 Any enquiries or complaints in relation to this Agreement should be made to the Everton Box Office in one of the following ways:
- By post: **Everton Box Office, Goodison Park, Goodison Road, Liverpool L4 4EL**
- By submitting a support request form online: [www.evertonfc.com/functional/contact-us](http://www.evertonfc.com/functional/contact-us)
- By telephone: **0151 556 1878**
- 15.3 Where these Terms specify that the Named Ticket Holder, Purchaser or Guest must contact the Everton Box Office in writing, they must contact the Everton Box Office by post or e-mail, save as expressly set out in these Terms.

#### **16. CHANGES TO THESE CONDITIONS**

- 16.1 The Club may change or add to these Terms:
- (i) as part of the auto-renewal process set out in Clauses 2.7 to 2.16; and/or
- (ii) for security, legal or regulatory reasons during the Agreement Term, provided that: (a) the Club shall give the Named Ticket Holder at least one month's notice of any changes or additions; and (b) the Club will not use this right to vary the price during the Agreement Term or the main rights granted to the Named Ticket Holder during the Agreement Term under these Terms.

#### **17. DEFINITIONS**

In these Terms, the following terms have the following meanings (unless inconsistent with the context):

**"Adult"** has the meaning given to it in Clause 2.4;

**"Agreement Term"** has the meaning given to it in Clause 1.6;

**"AutoCup Scheme"** has the meaning given to it in Clause 2.26;

**"Automatic Renewal Date"** has the meaning given to it in Clause 2.9(i);

**"Away Fans"** means fans of the Opposing Team;

**"Away Fans Area"** means any area of seating at the Stadium which is designated for use by Away Fans only;

**"Away Match"** means a Match other than a Home Match and "Away Match Tickets" shall be construed accordingly;

**"Clause"** means a clause of these Terms;

**"Club"** means The Everton Football Club Company Limited, the details of which are set out in clause 15.1;

**"Concession"** has the meaning given to it in Clause 2.4;

**"Cup Competition"** means any domestic or European cup that the First Team participates in during the Season;

**"Everton Box Office"** means the Club's box office situated at the Stadium;

**"Family Enclosure"** means the section of the Stadium designated for use by families;

**"Final Renewal Date"** means the deadline for Season Ticket renewal advertised by the Club in respect of the relevant Season;

**"First Team"** means the men's first XI team representing the Club from time to time;

**"Football Authority"** means each of the Fédération Internationale de Football Association, the Union of European Football Associations, the Football Association, the Premier League, the Football League and any other relevant football governing body, league or organisation;

**"GPSL"** means Goodison Park Stadium Limited, a company registered in England with company number 04355318 and registered office at Goodison Park, Goodison Road, Liverpool, Merseyside, L4 4EL;

**"Ground Regulations"** means the ground regulations issued by the Club from time to time that set out the terms and conditions upon which each Named Ticket Holder and Guest is granted entry to the Stadium, which can be found on the Website <http://www.evertonfc.com/content/tickets/more-information/ground-regulations> and on display at the Stadium, a copy of which may be provided upon request to the Everton Box Office;

**"Guest"** means either a Match Guest or a ST Guest;

**"Home Fans"** means supporters of the First Team;

**"Home Fans Area"** means any area of seating at the Stadium which is designated for use by Home Fans only;

**"Home Match"** means a Match played at the Stadium during a Season;

**"Junior"** has the meaning given to it in Clause 2.4;

**"Kid"** has the meaning given to it in Clause 2.4;

**"Match"** means a match played by the First Team;

**"Match Guest"** has the meaning given to it in Clause 5.3;

**"Match Ticket"** means a ticket issued by the Club entitling a person to attend one particular Home Match;

**"Match Ticket Credits"** means credit earned for each Away Match attended, calculated in accordance with the process set out on the Website;

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

**"Membership"** means any official membership scheme organised by the Club for fans of the First Team;

**"Named Ticket Holder"** means, in relation to a Ticket, the person in whose name that Ticket is issued by the Club;

**"Opposing Team"** means, in relation to a Match, the opposing team to the First Team in that Match;

**"PA"** has the meaning given to it in Clause 4.2;

**"Purchaser"** means, in relation to a Ticket, the person who pays for that Ticket (which, for the avoidance of doubt, may or may not be the Named Ticket Holder);

**"Premier League"** means the Premier League operated by the Football Association Premier League Limited;

**"Season"** means the English football season relevant to the Ticket, normally running from August in one year to May in the following year;

**"Season Card"** means the access card which grants the Season Ticket Holder access to the Stadium for the Home Matches covered by such Season Ticket;

**"Season Ticket"** means a ticket (usually in the form of a Season Card) issued by the Club entitling a person to attend certain Home Matches as set out in Clause 2.2;

**"Season Ticket Holder"** means the holder of a Season Ticket (being either the Named Ticket Holder or the Guest);

**"Stadium"** means the football stadium known as Goodison Park or any temporary or replacement stadium or ground used by the First Team to play its Home Matches;

**"ST Guest"** has the meaning given to it in Clause 5.4;

**"Ticket"** means a Season Ticket, a Match Ticket and/or any other ticket for a Match as the context requires;

**"Ticket Holder"** means the holder of a Ticket (being either the Named Ticket Holder or the Guest);

**"Website"** means the Club's website at: [www.evertonfc.com](http://www.evertonfc.com);

**"Young Adult (18 - 21)"** has the meaning given to it in Clause 2.4; and

**"Young Adult (22 - 24)"** has the meaning given to it in Clause 2.4.

## **18. BENEFITS**

For the purposes of the benefits contained in this Clause 18, references to "Season Ticket Member" shall be to "Named Ticket Holders" as defined in these Terms.

### **AutoCup Scheme**

18.1 As a Season Ticket Member, you will have exclusive access to the Club's AutoCup scheme.\*

By signing up to the Autocup scheme, you will secure a seat at Home Matches for any Cup Competitions and avoid the hassle of having to purchase tickets on a match-by-match basis.

Sign up to the Autocup scheme by: completing the enclosed application form and submitting it to the Fan Centre at Goodison Park; calling us on 0151 556 1878 to speak to a member of the Fan Centre team; or by subscribing online by using your Everton account on [evertonfc.com](http://evertonfc.com). The deadline to submit all applications will be Saturday 30 November 2019.

\*The AutoCup scheme is only available to those aged 16 and over.

### **Watch the stars of tomorrow for FREE**

18.2 Being a Season Ticket holder provides you with free entry to both our Everton Under-23s home league fixtures at Southport FC's Merseyrail Community Stadium and Everton Ladies home WSL1 games, as well as selected games at Goodison Park. Simply show your Season Ticket at the gate on the day of the fixture to gain entry free of charge.\* Visit [evertonfc.com](http://evertonfc.com) for 2019/20 fixtures.

\*Subject to availability/capacity.

## **Online content**

- 18.3 All Season Ticket Members will have direct access to exclusive online content. You will be able to view extended highlights for Home Matches and behind-the-scenes video footage throughout the Season, such as interviews with First Team players.

The content will be available online at [evertonfc.com/membersonly/content](http://evertonfc.com/membersonly/content)

## **Shape Club decisions**

- 18.4 Season Ticket Members are invited to share their views with the Club. As a Season Ticket Member, you have automatically been added to our Fans' Panel and will receive email invitations to provide your thoughts on any Club related matters by taking part in surveys.

## **Get all the latest merchandise at a discounted price**

- 18.5 All Season Ticket Members enjoy an exclusive discount of 10% at [evertondirect.com](http://evertondirect.com)<sup>\*</sup> or in the Club's stores at Everton One and Everton Two. Season Ticket Members will receive, via email, their unique discount code to use online up to 31 August 2019.\* To use your discount in store, please show your Season Ticket in store up until 31 May 2020.

\* For discount code enquiries, please call 0151 556 1878

## **The chance to attend exclusive Club events**

- 18.6 Throughout the 2019/2020 Season as a Season Ticket Member you will have the chance to attend events hosted by the Club, including play-on-pitch days hosted at USM Finch Farm, special events and much more.

Details of those events will be received via email throughout the Season. Those selected at random for the events will be invited by email as soon as possible before the relevant event.

## **Chances to win**

- 18.7 Season Ticket Members will have access to exclusive competitions ran throughout the Season. These competitions could be for a chance to meet the Club's First Team players and legends and/or win many more great prizes. All competitions will be communicated to you via email, so make sure your personal preferences are up to date by logging in to [evertonfc.com](http://evertonfc.com).

## **10% off Soccer Schools for juniors**

- 18.8 Season Ticket Members will be able to take advantage of a 10% discount off the Club's on Everton Soccer Schools for those children aged between 4-14 years.

Fully qualified coaches will put your junior through their paces and assess progress as they go.

To book, or for more information, please call 0151 530 5232 or visit [evertonfc.com/soccerschools](http://evertonfc.com/soccerschools).

## **Mascot prize draw**

- 18.9 For a chance to be a matchday Mascot, junior Season Ticket Members\* will be automatically entered into a draw ahead of every Home Match. Selected mascots will be contacted by email or phone no later than 10 days before the relevant Home Match.

At selected Home Matches, those junior Season Ticket Members present at the Stadium may also receive a gift from the Club as a part of the Club's special match related giveaways.

\*Aged between 5 and 12 years.

## **Join the festivities**

- 18.10 All junior Season Ticket Members will automatically be entered into a draw to attend the Club's 2019 Christmas Party. Selected Season Ticket Members will receive an invitation to the 2019 Christmas Party through the post in December 2019 together with further details of the event. At the 2019 Christmas Party, attendees will receive a goodie bag and may have the opportunity to meet players of the First Team.

## **Take part in a junior play-on-pitch event**

- 18.11 As a junior Season Ticket Member, you may be selected\* to play in front of the Club's Academy Coaches by attending exclusive play on pitch events at USM Finch Farm. Details of the events and how to apply for each event will be emailed to Members throughout the season.

\*Selection is at random and only for those juniors aged between 4-11 years old.

**TO RECEIVE A COPY OF THIS DOCUMENT IN LARGER PRINT PLEASE CONTACT THE EVERTON BOX OFFICE ON 0151 556 1878.**