

Terms & Conditions - Season Tickets/Cards

BURNLEY FOOTBALL CLUB LIMITED

SEASON TICKET

CONDITIONS OF ISSUE

1. Issue of Season Ticket

1.1 The issue of a Season Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry found on this page

1.2 Season Tickets are for the use of supporters of the Club only. By applying for a Season Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club.

1.3 Season Ticket Prices are based on a supporters age on August 1st of the relevant upcoming season.

2. Admission to the Ground

2.1 By purchasing and/or accepting and/or holding a Season Ticket and/or using a Season Ticket to gain access to the Ground, you: (a) certify that you have read, understood and accepted; (b) agree to be bound by and to comply with; and (c) agree to bring to the attention of others, as required below, the Terms & Conditions of Entry.

2.2 A Season Ticket permits you to occupy at the Match the seat indicated on the Season Ticket or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion. All access to the Ground pursuant to a Season Ticket shall be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).

2.3 Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent season.

2.4 Save as set out in clause 2.5 below, you shall not bring into or use within the Ground, or otherwise provide to, facilitate or otherwise assist any other person to use within the Ground, any equipment or technology that is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Match or any aspect of it ("Material"). Any person acting in breach of this provision may have such equipment or

technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the PL and/or the Club and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the PL, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988.

2.5 Mobile telephones are permitted within the Ground, provided that they are used for personal and private use only (which, for the avoidance of doubt, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating of any Material for any commercial purpose).

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

2.7 You 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 clause 2.6 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.

2.8 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.

2.9 Without prejudice to the representation at clause 1.2 above, and in light of the Season Ticket holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Away Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.

3. Use of Season Ticket

3.1 Subject to clause 3.2, below, Season Tickets are issued for your sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Season Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Season Ticket for any commercial purpose. The reference to selling the Season Ticket includes: (a) offering to sell a Season Ticket (including, without limitation, via any website or online auction site); (b) exposing a Season Ticket for sale; (c) making a Season Ticket available for sale by another person; (d) advertising that a Season Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that this Season Ticket may not be offered as a prize in any promotion or competition; (e) transferring, lending or selling a Season Ticket to any third party as part of a hospitality or travel package; and (f) giving (or offering to give) a Season Ticket to a person who pays or agrees to pay for some other goods or services (or offers to do so); all save as expressly authorised by the PL or the Club.

3.2 You may only sell or transfer the Season Ticket to a Guest with the express written consent of the Club given at the Club's absolute discretion, provided that such sale or transfer is in respect of an individual Match and in consideration of no payment or benefit in excess of the face value of a ticket to that Match and provided further that such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such resale or transfer is hereby provided to be subject to the Terms and Conditions of Entry which will (save for any rights to transfer under this clause) apply to and bind that Guest as if he/she was the original purchaser of the Season Ticket (and you must inform the Guest of this).

3.3 The unauthorised sale or disposal of a Season Ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that a Season Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, we will notify the PL who may in turn notify other Premier League clubs and/or the relevant law enforcement authorities. The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches.

3.4 The Season 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 Season Ticket at any time.

3.5 Any Season Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Any person seeking to use a Season Ticket in breach of the Terms and Conditions of Entry in order to gain entry to the Ground or remain at a Match may be considered to be a trespasser and may be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her

Season Ticket cancelled, deactivated or withdrawn. In the event of any cancellation, deactivation and/or withdrawal in accordance with this clause 3.5, no refund shall be payable to the holder in respect of any unexpired portion of the Season Ticket. If the holder is paying for his/her Season Ticket under the Direct Debit Scheme Payment Option, he/she shall not receive any reimbursement for any instalments already paid and the full amount of the Season Ticket which remains outstanding will immediately fall due. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of the Season Ticket.

4. Changes to Dates, Refunds & Exchanges

4.1 No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Your Season Ticket will enable you to attend the re-arranged Match.

4.2 The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

4.3 The season ticket allocated to you by Burnley Football Club is for the stated seat, and may not be able to be exchanged.

5. Lost or Stolen Season Tickets

5.1 In order to gain admission to the Ground, the Season Ticket/card must be presented in its entirety at every Match.

5.2 In the event that you forget your Season Ticket in respect of any individual Match, the Club shall not be obliged to admit you or issue any other form of ticket for that Match. If a match-day duplicate ticket is issued, the Club may require payment of a non-refundable administration charge.

5.3 If, in the Club's opinion, a Season Ticket is damaged, lost, stolen or destroyed, a duplicate Season Ticket shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge (£15). In making its decision, the Club shall be entitled to call for all reasonable evidence of the need for a replacement Season Ticket, for example but not limited to a police crime reference number in the event that a Season Ticket is stolen, or a copy of the damaged Season Ticket. Only one duplicate Season Ticket will be issued to you per season and you will be required to sign a document confirming that the original Season Ticket is damaged, lost, stolen or destroyed and indemnifying the Club against any direct or indirect consequences of such matter having been falsely represented or stated to the Club.

5.4 Should any Season Ticket when applied for not arrive in the post after purchase, you will be required to sign a document confirming this and undertaking to immediately return the original Season Ticket to the Club should it come into your possession at any time. There will be no charge for the issue of a duplicate Season Ticket in this instance.

6. Change of Address

If you change your address during the season you must notify the Club as soon as reasonably practicable.

7. Cancellation, Deactivation and Withdrawal of Season Ticket

7.1 Without prejudice to clause 3.5 or any other 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, deactivate and/or withdraw your Season Ticket. In the event of such cancellation, deactivation

and/or withdrawal no refund will be paid in respect of any unexpired portion of the Season Ticket. If the Season Ticket is being paid for under the Direct Debit Scheme Payment Option, no reimbursement for any instalments already paid will be paid and the full amount of the Season Ticket which remains outstanding will immediately fall due. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the

Terms & Conditions of Entry:

7.1.1 smoking in designated non-smoking areas (including, for the avoidance of doubt, the smoking of electronic cigarettes and any other vapour omitting substitutes);

7.1.2 being (or appearing to be) drunk or intoxicated;

7.1.3 persistent standing in seated areas whilst the Match is in progress;

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

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

7.1.6 the supply of any misleading or incorrect information in any application; 4

7.1.7 the use of foul, obscene, abusive and/or racist language and/or gestures;

7.1.8 the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;

7.1.9 the chanting of anything of an indecent or racist nature;

7.1.10 fighting or engaging in and/or inciting violence;

7.1.11 bringing into the Ground (or using within the Ground): illegal drugs, other illegal substances, fireworks, firecrackers, smoke canisters, air horns, flares, laser devices, bottles, glass vessels or any item that might be used as a weapon or compromise public safety;

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

7.1.13 any misrepresentation in relation to clause 1.2 above;

7.1.14 breach of the terms of any Membership;

7.1.15 any breach of clauses 2.4, 2.5 or 2.6 above; and

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

7.2 The Club may conduct security searches where it has reason to believe that any of the breaches set down in 7.1 has either occurred or may occur.

7.3 If a Season Ticket holder is not 16 years old or over, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the Terms and Conditions of Entry.

7.4 In accordance with the Club's safeguarding policy, children aged 12 years or under are not permitted to purchase a Season Ticket unless accompanied by his/her parent(s) and/or guardian(s) and must be accompanied by his/her parent(s) and/or guardian(s) at all times whilst in the Ground.

7.5 In the event that your Season Ticket is cancelled, deactivated and/or withdrawn the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying for any Match ticket or season ticket at its discretion, and to notify FIFA, UEFA, The Football Association, PL, The Football League and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

7.6 You shall not be entitled to cancel your Season Ticket. If you are paying for your Season Ticket under the Direct Debit Scheme payment option and you miss payment of one or more instalments, the Club reserves the right to deactivate or cancel your Season Ticket in accordance with clauses 8 and 9 respectively of the terms and conditions of the Direct Debit Scheme payment option.

8. Filming, photography and taping

All Season Ticket holders who enter the Ground acknowledge that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used in televised coverage of the game and/or for promotional or marketing purposes by the Club, the PL or others, and use of a Season Ticket to enter the Ground constitutes consent to such use.

9. Exclusion of Liability

9.1 The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.

9.2 Neither the PL nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (a) the position of the seat and/or (b) the actions of other spectators.

10. General

10.1 The Club reserves the right to change these Conditions of Issue from time to time, and shall notify you of such changes if they materially affect your rights as a consumer.

10.2 You consent to the Club holding and processing data relating to you for administrative and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available upon request to the Club.

10.3 The invalidity or partial invalidity of any provision of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of these Conditions of Issue would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

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

10.5 The Terms and Conditions of Entry constitute the entire agreement between the Club and the Season Ticket holder and neither the Club nor the Season Ticket holder shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Terms and Conditions of Entry which is not set out therein.

10.6 Notwithstanding any other provision in these Conditions of Issue and with the exception of FIFA, UEFA, The FA, PL and the Football League, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Conditions of Issue. Nothing in these terms of 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.

10.7 These Conditions of Issue and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Conditions of Issue (including in relation to any non-contractual disputes or claims).

11. Definitions

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

"Away Club" means the football club playing against the Club.

"Conditions of Issue" means these terms and conditions governing the issue and use of a Season Ticket.

"Ground" means the Turf Moor and all other locations owned, occupied or utilised by the Club.

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

"Guest" means a relative, friend, colleague and/or companion to the disabled who would be entitled to purchase a Season Ticket under the Terms & Conditions of Entry.

"Match" means any Premier League football match in which the Club participates and that takes place at the Ground during Season 2017-2018

"Membership" means any rules and regulations agreed in relation to your participation in the Club's membership scheme which can be found at burnleyfc.com.

"Season Ticket" means a season ticket booklet (and all or any component vouchers therein) or any season ticket smartcard (and/or any rights arising out of or in connection with any of the foregoing) for admission to Matches.

"Terms & Conditions of Entry" means each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League ("PL") and The Football League; the Ground Regulations; and the Conditions of Issue.

Direct Debit Scheme Payment Option

1. Burnley Football Club operates a recurring Direct Debit Scheme whereby supporters can spread the cost of the Season Ticket over twelve calendar months. The price of the Season Ticket using the Direct Debit Scheme is the same as paying in full as there are no fees or interest charged to spread the cost of the Season Ticket using the Direct Debit Scheme
2. Burnley Football Club reserves the right to refuse Direct Debit applications. In the event that an application to pay for a Season Ticket using the Direct Debit Scheme is refused the applicant must pay for their Season Ticket in full at the point the Direct Debit application is refused
3. **The Direct Debit Scheme operates on a recurring basis. Instalments will be automatically taken for a Season Ticket each season. Supporters who do not wish to retain their Season Ticket for the following season via the Direct Debit Scheme must inform Burnley Football Club before March 1 of the current season by telephoning us on 01282 446800 (Option 3), writing to us at *Ticket Office, Burnley Football Club, Harry Potts Way, Burnley, BB10 4BX*, or directdebit@burnleyfc.com, or informing us in person at the Turf Moor Ticket Office**
4. The cost of the 2017/18 Season Tickets can be found by **clicking here** and will be payable by twelve equal instalments from April 2017 until March 2018. You will be notified each season of

the new Season Ticket price and instalment amounts and given the option to decline to renew your Direct Debit if you do not wish to pay for the next season's ticket by Direct Debit.

5. The first monthly instalment will be taken on 25 April 2017 from the account details given to us at the time of purchase and each subsequent instalment will be taken on the 25th of each month. If the 25th is a Saturday, Sunday or Bank Holiday your instalment will be taken on the next working day. **It is not possible to choose a specific instalment date.**

6. Missed instalments are subjected to a £15 default administration charge per missed instalment. Payment of missed instalments (including any default administration charges) can be made at the Turf Moor Ticket Office or by calling 01282 446800 (Option 3).

7. Any supporter who has missed an instalment will be contacted to discuss the missed payment. If for any reason your Direct Debit is cancelled you are responsible for ensuring payment of the instalment by alternative means.

8. If a supporter misses an instalment this will result in the in the Season Ticket and Customer Account linked to the missed instalment being frozen. The Season Ticket will be deactivated and will not permit entrance to Turf Moor. No additional tickets can be purchased under the Customer Account while it is frozen – This applies to all Season Tickets paid for by the same Direct Debit. Once payment of the missed instalment(s) (including any default administration charges) has been received in full, so the account is up to date, the account will be unfrozen and all Season Tickets and Customer Accounts reactivated.

9. Any supporter who has two outstanding instalments on their account at any time will be contacted and given seven days notice to make the relevant payment to update their Customer Account. Failure to make the relevant payment within seven days will result in the Season Ticket being cancelled. If a ticket is cancelled by Burnley Football Club the supporter will receive no reimbursement for any instalments already paid and the full amount of the Season Ticket which remains outstanding will immediately fall due. The Season Ticket will only be reactivated if the supporter then pays the full amount due.

10. Any supporter who has missed Direct Debit instalments three times during the season will not be eligible to renew their Direct Debit the following season.

11. All correspondence regarding the Direct Debit Scheme should be marked with your Customer/Clarets Number (found on the back of your seasoncard)

12. If purchasing a Direct Debit season ticket for multiple people under one direct debit payment, you **WILL NOT** be able to move seats within that current season