

## **Match Ticket Terms and Conditions 2019/20**

**Please read this document carefully as the terms below apply to your use of a Match Ticket.**

In particular, we ask you to note the following:

- The date and time of each Match is subject to change. Reasonable endeavours shall be made by the Club to publicise any change to the date and/or time of any Match as far in advance as possible. Where any Match is abandoned or postponed the Club shall have no liability whatsoever to Ticket Holders in respect of any such Match except that, following any cancellation, abandonment or postponement of a Match, a Ticket Holder shall be entitled to attend the rearranged match (if any).
- Tickets are personal to Ticket Holders, are not transferable and shall not be transferred or resold under any circumstances, save where expressly permitted by the Club in its absolute discretion.
- In certain circumstances the Club has the right to do any of the following: (i) eject any Ticket Holder from the Stadium (or refuse them entry to the Stadium); (ii) terminate the Ticket Holder's contract for the purchase of the Ticket Holder's Ticket; (iii) prevent a Ticket Holder (either indefinitely or for a period of time) from attending any future match held at the Stadium; and/or (iv) if considered appropriate by the Club, inform the police or other relevant authorities. The circumstances include: (i) a breach of these terms and conditions or the terms and conditions of any other Club related scheme in which the Ticket Holder is participating (including without limitation any official membership scheme) or misuse of the Ticket Holder's Ticket; (ii) the Ticket Holder's Ticket being re-sold or offered for re-sale in contravention of legislation applicable to ticket touting; (iii) the Ticket Holder being prohibited by law from attending any football ground or being the subject of football related criminal or civil proceedings; and/or (iv) the Ticket Holder failing to make any payments due to the Club. Please read paragraph 25 for full details.
- If the contract for a Ticket Holder's purchase of a Ticket is terminated, the Ticket Holder may make a written request for a refund after the end of the relevant Season. A refund will only be payable if the Club is able to re-sell the seat attaching to the Ticket Holder's Ticket for the Match. If the Club is able to do so, the level of refund shall be equal to the sums actually received by the Club from re-selling the seat attaching to the Ticket Holder's Ticket less certain deductions (including any monies owed by the Ticket Holder and/or a reasonable administration fee). Once the deductions have been made, there may be no amount remaining to be refunded. If any refund is payable, then it will be made after the end of the relevant Season. Please read paragraph 0 for further details.

The terms and conditions overleaf contain further details on each of the above points.

## Match Ticket Terms and Conditions – Season 2019/20

### Definitions

1. In these terms and conditions:

“**Club**” means Manchester United Football Club Limited;

“**Match**” means the specific home match at the Stadium for which a Ticket is valid;

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

“**Season**” means the football season (usually running from August to May inclusive);

“**Stadium**” means the Club’s ground at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA;

“**Ticket**” means a printed paper ticket or other form of ticket for admission to a Match; and

“**Ticket Holder**” means the registered holder of a Ticket.

### Purchase and Use of your Ticket

2. The purchaser of a Ticket is required to agree to these terms and conditions at the point of purchase. Any individual purchasing a Ticket for a third party shall be deemed to be acting with the authority of each Ticket Holder for whom they are making that purchase, including acting with the authority of each such Ticket Holder to agree to these terms and conditions on their behalf. Following the purchase of a Ticket the Club shall only communicate with the Ticket Holder (regardless of whether such a Ticket was bought on their behalf or otherwise).
3. Tickets are for the use of supporters of the Club only. By purchasing or using a Ticket the Ticket Holder is representing that they are a supporter of the Club.
4. The Ground Regulations issued from time to time by the Premier League and the Football League and which are part of the General Safety Certificate for the Stadium issued by Trafford MBC (copies of which are exhibited at the Stadium and which can also be obtained from the Club on request) shall form part of these terms and conditions. Particular attention is drawn to the regulation which states “...nobody may stand in any seating area whilst play is in progress”. Additionally, a breach of the Ground Regulations shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 25 shall apply. The issue of the Ticket and subsequent access to the Stadium is subject to the rules and regulations of FIFA, UEFA, the FA, the Premier League and the Football League. Any conflict, ambiguity or inconsistency between these Season Ticket Terms and Conditions and the Ground Regulations shall be resolved with these Season Ticket Terms and Conditions taking priority.
5. Save in exceptional circumstances and subject to these terms and conditions, upon presentation of the Ticket the Ticket Holder (and no additional persons) will be permitted access to the Match to watch the relevant Match from the seat allocated to their Ticket.
6. The Ticket Holder (or any person purporting to be the Ticket Holder) may be required at any time to deliver up the relevant Ticket for inspection by the Club and to prove that they are the Ticket Holder. To access the Stadium, the Ticket must be presented 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.
7. If a Ticket Holder loses or misplaces their Ticket, or has the same stolen, they should report this to the Club as soon as possible. If a Ticket is stolen, the Police should also be contacted immediately by the Ticket Holder and the relevant crime number should be quoted in all correspondence with the Club. The Club shall issue a replacement Ticket to the Ticket Holder of a damaged, lost or stolen Ticket (subject to paragraph 8 below), unless the Club reasonably believes that a Ticket Holder is, or has been, acting in a fraudulent or illegal manner and/or in breach of any of these terms and conditions (including without limitation paragraphs 10 and 11 below).

8. The issue of a replacement Ticket by the Club to a Ticket Holder shall be subject to; (i) (in certain circumstances and at the Club's discretion) the requirement that the Ticket Holder of a damaged, lost or stolen Ticket attends the Club Ticket Office in person to collect such replacement Ticket and provides the Club with satisfactory evidence of their identity; and (ii) payment of a fee to the Club (unless the Club in its absolute discretion decides to waive such fee). The level of such fee shall be communicated to the relevant Ticket Holder at the relevant time and shall represent those costs incurred by the Club in issuing and administering any such replacement Ticket
9. Once a Ticket is purchased the Ticket Holder shall not be entitled to cancel their Ticket and (except where expressly set out in these terms and conditions) no refunds shall be given by the Club for any matches unattended. In particular, the following should be noted:
  - (a) the dates and times of all of the Club's matches to be held at the Stadium during the Season are subject to alteration on a regular basis and the Club shall have no liability whatsoever to Ticket Holders in respect of any such alterations. The Club shall however make reasonable endeavours to publicise any fixture changes as far in advance as possible (including via the Club website) and the Club recommends that Ticket Holders visit the Club website on a regular basis in order to check the latest dates and times of matches.
  - (b) matches can be abandoned or postponed (for example, due to weather conditions or unforeseen events) and the Club shall have no liability whatsoever to a Ticket Holder if the Match is abandoned or postponed. Ticket Holders shall however be entitled to attend any re-arranged version of such Match.
  - (c) in the extremely unlikely event that the Match is cancelled and not subsequently re-arranged, the Ticket Holder will be entitled to a refund (not exceeding the price of the Ticket).
10. Tickets are personal to Ticket Holders, are not transferable and shall not be transferred or re-sold under any circumstances, save where expressly permitted by the Club in its absolute discretion. In particular, Ticket Holders are expressly prohibited from using Tickets as gifts or prizes in any competitions or other promotional activities of whatever nature, except where the Club (in its absolute discretion) gives its prior written permission.
11. The unauthorised sale or disposal of football tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. If: (i) a Ticket Holder is convicted of a criminal offence related to the illegal sale of any football ticket(s); (ii) the Club reasonably suspects that a Ticket Holder may have committed such an offence; or (iii) the Club reasonably suspects that a Ticket Holder may have offered any football ticket(s) for re-sale without authorisation, then: (1) the Club may make any such enquires (including enquiries to the Ticket Holder) as the Club considers necessary in its absolute discretion in connection therewith; (2) the Club may provide any relevant information to any party listed at paragraph 25(d) (information that the Club may disclose includes contact details of the Ticket Holder, information about the offence (or suspected offence) and about any other ticket purchases); and/or (3) it shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the terms of paragraph 25 shall apply.
12. Tickets will remain the property of the Club at all times and the Club reserves the right to require the immediate return of a Ticket at any time. If the Ticket Holder fails to return a Ticket when required, it shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the terms of paragraph 25 shall apply.
13. The Club may at any time in its reasonable discretion substitute a Ticket Holder's allocated seat with an alternative seat of at least an equal price.
14. Ticket Holders are not 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 a Ticket Holder had a compelling reason to leave the Stadium in the first instance (for example, reasons of medical emergency).
15. From time to time the Club may charge a booking or administration fee when processing payments made by a Ticket Holder (for example when using payment cards and usually in the form of a percentage of the overall transaction value). Where any such booking or administration fee is charged the Ticket Holder will be

informed of the fact that the charge is being levied and the amount of the charge prior to such charge being incurred.

16. Smoking is not permitted in any part of the Stadium and the Club takes a serious view of any individual in breach of this policy. The Club reserves the right to eject from the Stadium any Ticket Holder smoking anywhere in the Stadium. For the avoidance of doubt, the foregoing includes smoking of imitation cigarettes, personal vaporizers or any other form of electronic or e-cigarette.
17. The Club shall have no liability to a Ticket Holder for: (i) any interruptions and/or restrictions to the view of the Match; and/or (ii) any impact on the Ticket Holder's enjoyment of the Match; in each case which is caused by either: (1) the position of the Ticket Holder's allocated seat; and/or (2) other ticket holders in the Stadium.
18. Ticket Holders should be aware that access to the second and third tiers (including the quadrants) of the stands in the Stadium involves a substantial amount of climbing of stairs. Ticket Holders who have difficulty climbing stairs or who suffer from vertigo are advised accordingly. Ticket Holders should also be aware that certain seats situated in the lower stands of the Stadium may be affected by adverse weather conditions.
19. The Club and/or any person authorised by the Club may from time to time create images and/or audio-visual video footage of Ticket Holders attending the Stadium. The Club owns all rights in such images and footage and the Club shall be entitled to use them (and to allow others to use them) for any purpose whatsoever (provided that such use does not harm the reputation of the relevant individual whose image is used).
20. Ticket Holders shall not bring into, use or display within the Stadium any sponsorship, promotional or marketing materials provided that this paragraph will not prevent the Ticket Holder wearing any standard items of clothing.
21. 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, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites
22. Save as set out in paragraph 63, no person (other than a person who holds an appropriate licence) may capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to a match, any players or other persons present in the Stadium and/or the Stadium, nor may they 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.
23. The Ticket Holder shall not offer or distribute (either free or for sale by any person) within the Stadium any consumer article or commercial product of any nature.
24. The Club reserves the right to carry out bag and/or other security checks in respect of Ticket Holders, including at the Stadium.

#### **Application of Sanctions**

25. Without prejudice to any other rights or remedies that the Club may have, the Club reserves the right to:
  - (a) immediately eject from the Stadium any Ticket Holder (or refuse them entry to the Stadium);
  - (b) terminate the Ticket Holder's contract for the purchase of the Ticket;
  - (c) prevent a Ticket Holder (either indefinitely or for a period of time) from attending any future match held at the Stadium; and/or

- (d) provide the police, other relevant authorities, the Premier League (or, if applicable, the relevant governing body or competition organiser), other football clubs and/or event holders (who in turn may notify the police, other relevant authorities, the Premier League (or, if applicable, the relevant governing body or competition organiser), other football clubs and/or event holders) with any relevant information;

in any of the following circumstances:

- (i) the Ticket Holder or any individual in possession of the Ticket Holder's Ticket: (1) breaches any of these terms and conditions or the terms and conditions of any other Club related scheme in which he/she is participating; or (2) otherwise misuses the Ticket;
- (ii) the Club reasonably suspects that entry into the Stadium by a Ticket Holder or any individual in possession of the Ticket Holder's Ticket will result in a breach of these terms and conditions or the terms and conditions of any other Club related scheme in which he/she is participating (including without limitation any official membership scheme);
- (iii) the Club reasonably suspects that a Ticket Holder's Ticket has been re-sold or offered for re-sale in contravention of section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006 (and for the avoidance of doubt, this circumstance shall apply irrespective of whether or not the Ticket Holder is aware that their Ticket has been re-sold or offered for re-sale);
- (iv) the Ticket Holder is prohibited by law from attending any football ground (including the Stadium) or is the subject of football related criminal or civil proceedings;
- (v) any monies are due from a Ticket Holder to the Club and/or any Manchester United group company (in respect of the Ticket Holder's Ticket or otherwise).

Please refer to the Official Club Sanctions document which is available at [www.manutd.com/clubsanctions](http://www.manutd.com/clubsanctions) and which provides a guide to the sanctions that the Club may impose in the circumstances set out in this paragraph 25.

26. If the contract for a Ticket Holder's purchase of a Ticket is terminated, the Ticket Holder may make a written request for a refund after the end of the relevant Season. A refund will only be payable: (i) for the Match for which the Ticket Holder's Ticket is not available for use as a result of the termination; and (ii) to the extent that the Club is able to re-sell the seat attaching to the Ticket Holder's Ticket for such Match. If the Club does re-sell the seat attaching to the Ticket Holder's Ticket for such Match, the level of refund shall not exceed the amount paid by the Ticket Holder for the Ticket Holder's Ticket and shall be equal to the sums actually received by the Club from re-selling the seat attaching to the Ticket Holder's Ticket less: (i) any monies owed to it (and/or any Manchester United group company) by the Ticket Holder; (ii) any costs incurred by the Club in recovering the Ticket Holder's Ticket; and (iii) a reasonable administration fee (reflecting the resource and management required to: (1) investigate the circumstances resulting in the termination of the Ticket Holder's Ticket; (2) implement the termination; (3) attempt to re-sell the Ticket Holder's Ticket for the Match; and (4) administer the refund). For the avoidance of doubt, once the foregoing deductions have been made, there may be no amount remaining to be refunded. If any refund is payable, then it will be made after the end of the relevant Season.

### **The Club's Liability to the Ticket Holder**

27. If the Club fails to comply with these terms, the Club is responsible for loss or damage the Ticket Holder suffers that is a foreseeable result of the Club being in breach of these terms and conditions, however, the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the contract was made, both the Ticket Holder and the Club knew it might happen, for example, if the Ticket Holder discussed it with the Club during the sales process.
28. Notwithstanding paragraph 27, the Club is not liable for any business losses. If the Ticket Holder's purchase and/or use of the Ticket Holder's Ticket is for any commercial business purposes (or where the Ticket Holder is not acting as a consumer), the Club will have no liability to a Ticket Holder for any loss of profit, loss of business, business interruption, or loss of business opportunity.

29. The Club shall not have any liability to a Ticket Holder and/or or any individual in possession of a Ticket Holder's Ticket for any failure to carry out or delay in carrying out any of the Club's obligations under these terms and conditions, including: (i) admitting a Ticket Holder (or any individual in possession of a Ticket) to the Stadium for a particular match; or (ii) making a Ticket Holder's allocated seat available to them for a particular match; in each case which is caused by circumstances outside its reasonable control.
30. The Club shall not have any liability to a Ticket Holder for any late delivery or non-delivery of any Ticket, documents or other materials resulting from the actions or omissions of any postal service provider.
31. In the absence of negligence or other breach of duty by the Club or its servants or agents, a Ticket Holder will be responsible for: (i) any loss, theft or damage to any of their articles left or displayed in or at the Stadium; and/or (ii) any injury to a Ticket Holder and/or any individual in possession of the Ticket Holder's Ticket.
32. For the avoidance of doubt, the Club does not exclude or limit its liability for:
  - (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation by the Club; and/or
  - (c) any liability which cannot be limited or excluded by law.

## **General**

33. If a Ticket Holder has any problem with their Ticket, they should contact a member of the Ticketing & Membership Services team on telephone number 0161 868 8000. In addition, where the Ticket Holder is a consumer, the Ticket Holder can obtain further guidance and advice from Citizens Advice ([www.adviceguide.co.uk](http://www.adviceguide.co.uk)).
34. The Alternative Dispute Resolution body for the Club is The Independent Football Ombudsman. The Independent Football Ombudsman can be contacted at the following address: The Independent Football Ombudsman, Suite 49, 33 Great George Street, Leeds LS1 3AJ.
35. These terms and conditions, together with (as appropriate): (i) any associated online application form/process; (ii) the scripted information read out to callers to the call centre; or (iii) any information provided to an individual attending the ticket office; comprise the entire agreement between the Club and a Ticket Holder in relation to the purchase and use of a Ticket.
36. The Club reserves the right to change these terms and conditions from time to time (for example, to reflect changes in relevant laws and regulatory requirements), and shall publicise such changes on its website.
37. The Club shall at any time be entitled to transfer its rights and obligations under these terms to another organisation within its group. The Club confirms that: (i) any such transfer shall not adversely impact the Ticket Holder and/or the continued provision of the Ticket Holder's Ticket by such group company; and (ii) it shall use reasonable endeavours to inform Ticket Holders of any such transfer (for example, by placing a notice on its website of such transfer).
38. If any of these terms and conditions are found by a court to be illegal, the rest of the contract will remain in force. Each of the paragraphs of these terms operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
39. This contract is between the Ticket Holder and the Club. No other person shall have any rights to enforce any of its terms.
40. Even if the Club delays in enforcing this contract against the Ticket Holder, the Club will be entitled to enforce it at a later stage. If the Club does not insist immediately that the Ticket Holder does anything he/she/it is required to do under these terms and conditions, or if the Club delays in taking steps against the Ticket Holder in respect of him/her/it breaking this contract, that will not mean that the Ticket Holder does not have to do those things or that the Club is prevented from taking steps against the Ticket Holder at a later date.

41. These terms and conditions are governed by English law and any legal proceedings must be brought in the English courts. Notwithstanding the foregoing, if the Ticket Holder is a consumer and: (i) is resident in Scotland then legal proceedings may be brought in either the Scottish or the English courts; or (ii) is resident in Northern Ireland, then legal proceedings may be brought in either the Northern Irish or the English courts.