

# **Manchester City Women's Football Club**

# **Hospitality Seasoncard 2019/20 Terms & Conditions**

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## **Introduction**

The purchase and use of a Hospitality Seasoncard is subject to the MCWFC Hospitality Seasoncard Terms and Conditions (the "**Hospitality Seasoncard T&Cs**").

**By purchasing a Hospitality Seasoncard, you acknowledge that you have read, understood and agree to be bound by the Hospitality Seasoncard T&Cs.**

## **Definitions and Interpretation**

In these Hospitality Seasoncard T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

<b>“Address”</b>	the addresses of Purchasers and Hospitality Seasoncard Holders provided to MCWFC upon application for the purchase of Hospitality Seasoncards, or such other addresses as may be notified by Purchasers or Hospitality Seasoncard Holders to MCWFC in accordance with condition 12 below;
<b>“Cityzens”</b>	Man City's official membership scheme and any replacement thereof during the Season;
<b>“Conditions of Entry”</b>	the rules and regulations of the Football Association and the Ground Regulations;
<b>“Disabled Supporter”</b>	any supporter of MCWFC who has a physical or mental impairment that has a 'substantial' and 'long term' negative effect on their ability to do normal everyday activities;
<b>“FA WSL”</b>	the Football Association Women's Super League;
<b>“Ground”</b>	Academy Stadium (as may be renamed from time to time), 400 Ashton New Road, Manchester, M11 4TQ, or such other stadium to which MCWFC relocates on a temporary or permanent basis;
<b>“Ground Regulations”</b>	the ground regulations issued by MCWFC from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available on the Website;
<b>“Home Matches”</b>	any Match played at the Ground;
<b>“Match or Matches”</b>	any match played by the Team during the Season;
<b>“Man City”</b>	Manchester City Football Club Limited;
<b>“Man City Ground”</b>	the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
<b>“MCWFC”</b>	Manchester City Women's Football Club Limited;
<b>“Personal Assistant”</b>	an individual who is responsible for a Disabled Supporter's care;
<b>“Purchaser”</b>	a person purchasing any number of Hospitality Seasoncards;
<b>“Season”</b>	1 June 2019 to 31 May 2020;
<b>“Hospitality Seasoncard”</b>	the entry materials issued to a Hospitality Seasoncard Holder that are valid during the Season and which admit the Hospitality Seasoncard Holder into the Ground at Matches that Hospitality Seasoncard Holder is entitled to attend, which may be in the form of paper tickets, an electronic card, validation of a pre-existing Man City Hospitality Seasoncard or Cityzens card, print at home or email tickets, mobile tickets via SMS or other methods and/or other forms of virtual or electronic ticketing;

## Manchester City Women's Football Club

### Hospitality Seasoncard 2019/20 Terms & Conditions

**"Hospitality Seasoncard Benefits"** in respect of each Hospitality Seasoncard, the benefits to which a Hospitality Seasoncard Holder of that Hospitality Seasoncard is automatically entitled as set out herein;

**"Hospitality Seasoncard Holder"** a holder of a Hospitality Seasoncard;

**"Team"** MCWFC's first team; and

**"Website"** the MCWFC website at [www.mancitywomen.com](http://www.mancitywomen.com).

## **MCWFC Hospitality Seasoncard Terms and Conditions**

### **1. Purchase and Payment**

- 1.1. Hospitality Seasoncards are available for purchase (and for the avoidance of doubt, use) by supporters of MCWFC only. By applying to purchase one or a number of Hospitality Seasoncards and/or using a Hospitality Seasoncard, you hereby warrant and represent that you (and any person you are buying a Hospitality Seasoncard for or who uses your Hospitality Seasoncard) are a supporter of MCWFC.
- 1.2. By applying to purchase one or a number of Hospitality Seasoncards, a Purchaser is making an offer to MCWFC. A contract for the supply of the Hospitality Seasoncard shall be created once MCWFC has issued a Hospitality Seasoncard to the Purchaser.
- 1.3. Hospitality Seasoncards may be purchased using any of the following purchase methods:
  - a. via the Website;
  - b. over the telephone by calling 0161 333 4479; or
  - c. in person at the ticket office at the Man City Ground.
- 1.4. MCWFC only accepts payment by:
  - a. cash in English sterling;
  - b. valid credit card;
  - c. valid Visa debit card; or
  - d. valid Mastercard debit card.
- 1.5. The price payable for each Hospitality Seasoncard shall be as set out on the Website or as otherwise notified by MCWFC from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT. We may from time to time offer Hospitality Seasoncards at promotional prices or offer discounts for buying more than one Hospitality Seasoncard. Any such promotions may be available for a limited time only and will be subject to any terms and conditions outlined within the promotional literature.
- 1.6. Save where a Purchaser is paying for a Hospitality Seasoncard through a payment plan offered by MCWFC ("**Payment Plan**"), full payment of the relevant price is required at the point of sale.
- 1.7. In the event that a Purchaser fails to pay an instalment under the Payment Plan by the relevant dates to MCWFC or where any payments are dishonoured, MCWFC reserves the right to:
  - a. suspend or withdraw the relevant Hospitality Seasoncard and/or refuse entry to the Ground to the relevant Purchaser and their guest;
  - b. restrict the Purchaser from renewing the Hospitality Package; and/or
  - c. take such action as it deems necessary to recover sums due to MCWFC, and MCWFC reserves the right to appoint a third party to recover any such sums.
- 1.8. MCWFC always tries to ensure that pricing and ticketing information on the Website and elsewhere in literature distributed by MCWFC is correct, but errors may occur. As soon as MCWFC becomes aware of any pricing or product description error in relation to a Hospitality Seasoncard which has been purchased, MCWFC will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to MCWFC. MCWFC will then provide the Purchaser with the option of reconfirming the order at the correct price/product description or cancelling the order. If MCWFC is unable to contact the Purchaser having made reasonable attempts to do so, MCWFC will treat the order as cancelled. If the order is cancelled or treated as cancelled, MCWFC will provide a full refund to the

Purchaser using the payment details provided (including any booking fees incurred). It is the Purchaser's responsibility to ensure that MCWFC has the correct payment details.

- 1.9. Once purchased or once a Payment Plan is underway, a Hospitality Seasoncard Holder shall not be entitled to cancel their Hospitality Seasoncard and no refunds shall be given for any Matches unattended during the Season.
- 1.10. Hospitality Seasoncards may be made available at a discount to certain Man City seasoncard holders (e.g. Superbia seasoncard holders). In such circumstances, any such MCFC seasoncard holder shall be treated as a "Purchaser" for the purposes of these Hospitality Seasoncard T&Cs and any references to payment shall be construed as meaning payment in respect of the relevant Man City seasoncard. Any cancellation of the Man City seasoncard shall not give the Hospitality Seasoncard Holder the right to a refund in respect of the cancellation of any Hospitality Seasoncard it receives free of charge.
- 1.11. MCWFC shall be entitled to require that additional information and/or documentation be submitted to MCWFC at any time should MCWFC deem it necessary in order to verify the Purchaser and/or the Hospitality Seasoncard Holder's identification and/or other information with regards the Purchaser's Hospitality Seasoncard purchase(s) and the Purchaser and/or Hospitality Seasoncard Holder shall cooperate with MCWFC in connection with the same.

## 2. **Dispatch of Hospitality Seasoncards**

- 2.1. A Purchaser shall be issued with a Hospitality Seasoncard once their application to purchase a Hospitality Seasoncard has been accepted, and full cleared payment has been received by MCWFC (whether for the full amount or a deposit under a Payment Plan, as applicable).
- 2.2. If notified by MCWFC, the Purchaser and/or the Hospitality Seasoncard Holder may be required to collect their Hospitality Seasoncard in person at the ticket office at the Man City Ground in order to enable MCWFC to verify their identification or other details regarding the Purchaser's order.
- 2.3. MCWFC shall not have any liability to any Purchaser or Hospitality Seasoncard Holder for any non-delivery or late delivery of any Hospitality Seasoncard, ticket, documents or other materials dispatched by MCWFC to the Purchaser and/or Hospitality Seasoncard Holder resulting from the actions, omissions, malfunctions or interruptions of any postal services or incomplete or inaccurate personal details or Addresses provided to MCWFC.

## 3. **Hospitality Seasoncard Benefits and Additional Benefits**

- 3.1. Hospitality Seasoncard Holders shall be entitled to:
  - a. one branded Hospitality Seasoncard, which shall entitle the Hospitality Seasoncard Holder to attend the Home Matches set out in condition 3.2 below;
  - b. free parking;
  - c. one welcome pack with their Hospitality Seasoncard;
  - d. subject to availability, access to the hospitality seating which is currently situated in the central block of the East side of the Ground on each Match day;
  - e. the option to bring one guest (who will be subject to these Terms and Conditions) under the age of 10 to each Home Match, subject to seating availability;

- f. access for one (for the Hospitality Seasoncard Holder only) to a complimentary buffet and refreshments as supplied at MCWFC's absolute discretion before each Match and subject to the Hospitality Seasoncard Holder's reasonable use;
- g. the option of (for the Hospitality Seasoncard Holder only) complimentary non-alcoholic refreshments as supplied at MCWFC's absolute discretion at half-time during each Match and subject to the Hospitality Seasoncard Holders reasonable use;
- h. one (for the Hospitality Seasoncard Holder only) complimentary tea or coffee with biscuits as supplied at MCWFC's absolute discretion for 30 minutes after each Match;
- i. monthly seasonal member prize draws to win signed merchandise, match tickets and exclusive experiences;
- j. access to the Cityzens Portal and the chance to win exclusive prizes and money-can't-buy experiences;
- k. Merlin Entertainments discounts (via Cityzens Portal) across UK venues like Alton Towers and SEA LIFE Manchester;
- l. 10% off City Store purchases, online at [shop.mancity.com](http://shop.mancity.com) and in-store at the Official Manchester City Store;
- m. 20% off Stadium and Club Tours;
- n. exclusive match ticket priority for men's first team tickets; and
- o. no booking fee when purchasing men's first team tickets online or in-person,

known collectively as the "**Hospitality Seasoncard Benefits**".

- 3.2. During the Season, Hospitality Seasoncard Holders will be entitled to attend:
- a. pre-Season friendly Home Matches;
  - b. Home Matches in the FA WSL;
  - c. Home Matches in the FA Women's Cup; and
  - d. Home Matches in the FA WSL Continental Cup.
- 3.3. Each Hospitality Seasoncard will be for a specific seat at the Ground, which must be selected by the Purchaser from the seating offered by MCWFC at the time of purchase.
- 3.4. MCWFC reserves the right in its sole discretion to temporarily allocate to a Hospitality Seasoncard Holder an alternative seat in the Ground of equal or greater value than that normally allocated if:
- a. the part of the Ground in which the Hospitality Seasoncard Holder's seat is located is closed for operational reasons, maintenance, repairs, or re-structure;
  - b. the visiting club is allocated part of the Ground in which the Hospitality Seasoncard Holder's seat is located;
  - c. the relocation is necessary in order to comply with any requirements of the Football Association, the Premier League, FIFA or UEFA in respect of any Match played at the Ground; or
  - d. MCWFC, the police or any other relevant authority consider that a relocation is necessary in the interests of safety, public order or crowd control.
- 3.5. For the avoidance of doubt, MCWFC shall not be required to provide Hospitality Seasoncard Holders with travel or accommodation in respect of any of the Matches set out in this condition 3.
- 3.6. From time to time MCWFC and/or Man City may offer Hospitality Seasoncard Holders the opportunity to receive additional benefits (e.g. photograph opportunities, junior training sessions and the chance to enter into prize draws, competitions, etc.) (collectively, the "**Additional Benefits**"). Any such Additional Benefits shall be subject to any terms and conditions outlined in any promotional literature



and shall be offered at the absolute discretion of MCWFC and/or Man City. Additional Benefits may have limited availability and may be subject to the Hospitality Seasoncard Holder paying additional costs or fees. For the avoidance of doubt, nothing shall oblige MCWFC and/or Man City to offer any Additional Benefits and the Additional Benefits shall not be considered Hospitality Seasoncard Benefits for the purposes of these Hospitality Seasoncard T&Cs.

3.7. Holding a MCWFC Hospitality Seasoncard automatically grants the Hospitality Seasoncard Holder Cityzens membership.

3.8. Purchasers will not be entitled to earn Ticket Points on the purchase of MCWFC Hospitality Seasoncards or match tickets.

4. **Disabled Supporters**

4.1. MCWFC does not offer a concessionary rate for Disabled Supporters purchasing a Hospitality Seasoncard.

4.2. MCWFC will allow a Disabled Supporter to bring a free of charge Personal Assistant to every Home Match (save where a Disabled Supporter is aged 13 or under, as all supporters within that age bracket must be accompanied by an adult aged 18 and over to attend Home Matches) subject to the following conditions:

- a. the Disabled Supporter must complete and submit a 'Personal Assistant Registration Form' to MCWFC in advance;
- b. the Personal Assistant shall adhere to and be bound by the same terms and conditions which apply to the Disabled Supporter and it shall be the responsibility of the Disabled Supporter to inform the Personal Assistant of these requirements;
- c. the Personal Assistant shall only attend Home Matches with the Disabled Supporter, save as set out in condition 4.5 below;
- d. the Personal Assistant's ticket/seasoncard is non-transferable; and
- e. the Disabled Supporter must co-operate with MCWFC fully, and if requested, provide further evidence that a Personal Assistant is required.

4.3. MCWFC will make every effort to allocate the Personal Assistant with a seat adjacent to the Disabled Supporter, however if this is not possible, MCWFC will allocate the closest available seat to the Disabled Supporter.

4.4. A Personal Assistant ticket/seasoncard is for a seat only and does not include any of the Hospitality Seasoncard Benefits or Additional Benefits.

4.5. Should the Personal Assistant wish to attend a Match without the Disabled Supporter, the Personal Assistant must upgrade the Personal Assistant ticket/seasoncard and pay the full prevailing rate to attend that particular fixture by calling 0161 333 4799.

4.6. Please note that stewards and members of staff may carry out checks on all seasoncard/ticket holders and their attendance over the course of the Season. Any abuse of the attendance of a Personal Assistant will be dealt with severely and may result in the suspension or withdrawal of the Disabled Supporter's Hospitality Seasoncard and/or Personal Assistant seasoncard and MCWFC reserves the right to eject the Disabled Supporter and/or their Personal Assistant from the Ground immediately without refund.

4.7. MCWFC will use reasonable endeavours to accommodate requests to relocate the seat at the Ground allocated to a Hospitality Seasoncard Holder (where applicable) if the request is based upon a medical condition. The Hospitality Seasoncard Holder will be required to apply to MCWFC in writing prior to the relevant Match(es) with supporting medical evidence stating how long the relocation will be required for.

5. **Lost, stolen and damaged Hospitality Seasoncards and tickets**

5.1. MCWFC shall not be obliged to admit any Hospitality Seasoncard Holder who forgets their Hospitality Seasoncard in respect of any individual Match nor shall MCWFC be obliged to issue any other form of ticket for that Match.

5.2. MCWFC is not responsible for any Hospitality Seasoncard which is lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Hospitality Seasoncard may be provided to the Hospitality Seasoncard Holder at MCWFC's absolute discretion, and may be subject to a non-refundable administration fee of £10.00 to be paid by the Purchaser or Hospitality Seasoncard Holder prior to the issue of each duplicate Hospitality Seasoncard. For the purposes of this condition, whether a Hospitality Seasoncard is damaged, defaced or destroyed will be determined by MCWFC acting in its sole discretion.

6. **Transfer of Hospitality Seasoncard and Cessation of Rights**

6.1. If a Purchaser purchases a Hospitality Seasoncard on behalf of another person, the purchase of the Hospitality Seasoncard for that person will be subject to the following conditions:

- a. such purchase must not be made in the course of business or for the purpose of facilitating any third party's business;
- b. the Purchaser must notify MCWFC in writing of the personal contact details (including the Address) of the person to whom the Hospitality Seasoncard is being transferred;
- c. the transfer to the person for whom the Hospitality Seasoncard is purchased must be free of charge or for a fee or benefit no greater in value than the face value of the Hospitality Seasoncard; and
- d. such purchase must not breach condition 1.1 above.

The person for whom the Hospitality Seasoncard is purchased under this condition shall adhere to and be bound by these Hospitality Seasoncard T&Cs and the Conditions of Entry.

6.2. Hospitality Seasoncards and Hospitality Seasoncard Benefits are for the use of the Hospitality Seasoncard Holder only and are not transferable save that, if a Hospitality Seasoncard Holder is unable to attend a Match that Hospitality Seasoncard Holder may temporarily allow a person who is known to them (a "Guest") to use their Hospitality Seasoncard for the purpose of allowing that Guest to attend such Match provided that:

- a. such transfer must not be made in the course of business or for the purpose of facilitating any third party's business;
- b. the transfer must be free of charge;
- c. such transfer must not breach condition 1.1 above; and
- d. such transfer is not a transfer of a concessionary priced Hospitality Seasoncard to a Guest who does not meet the criteria of a concessionary priced Hospitality Seasoncard.

6.3. The Guest shall adhere to the Conditions of Entry which shall bind the Guest as if they were the original Hospitality Seasoncard Holder of that ticket. It is the responsibility of the Hospitality Seasoncard Holder who owns the Hospitality Seasoncard to inform the Guest that use of the Hospitality Seasoncard is subject to the Conditions of Entry. Subject to conditions 6.1 and 6.2 above, all rights with respect to a Hospitality Seasoncard are personal to the Hospitality Seasoncard Holder and shall cease upon the death of the Hospitality Seasoncard Holder. Any Hospitality Seasoncard Benefits accrued are not transferrable to any other person or organisation. MCWFC may, at its absolute discretion, offer a refund in respect of any Matches unattended at the time of the Hospitality Seasoncard Holder's death, to the Hospitality Seasoncard Holder's estate/personal representative.

7. **Amendments to the Hospitality Seasoncard**

MCWFC reserves the right to re-brand or otherwise vary the Hospitality Seasoncard, or introduce any additional Hospitality Seasoncards, at any time provided that any such variation shall result in a Hospitality Seasoncard Holder receiving the same or substantially similar benefits to those the Hospitality Seasoncard Holder was entitled to receive prior to such variation. Hospitality Seasoncard Holders may, at the sole discretion of MCWFC, be transferred to such additional or replacement Hospitality Seasoncards without prior notice provided always that the Hospitality Seasoncard Holder shall be entitled to the same or substantially similar benefits under the new Hospitality Seasoncard as the Hospitality Seasoncard Holder was under the Hospitality Seasoncard from which the Hospitality Seasoncard Holder was transferred.

8. **Exclusion of Liability**

8.1. MCWFC is unable to give any guarantees that any particular Match will take place at a particular time or on a particular date. MCWFC reserves the right to reschedule any Match without notice and without any liability whatsoever. Hospitality Seasoncard Holders shall be entitled to attend any such re-arranged Match if they were entitled to attend the original fixture under their Hospitality Seasoncard.

8.2. MCWFC expressly excludes all liability resulting from:

- a. any failure or delay by MCWFC in carrying out any of its obligations under these Hospitality Seasoncard T&Cs which is caused by circumstances outside of MCWFC's reasonable control;
- b. the alteration of the dates and times of Matches;
- c. the abandonment, postponement or cancellation of Matches; and
- d. restrictions to the view of the Match caused by virtue of the actions of other spectators.

8.3. MCWFC shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

8.4. MCWFC shall take all reasonable precautions for the security of the property of Purchasers and Guests, but property is left unattended at the owner's risk.

8.5. To the fullest extent permitted by law, the Club, its officers or employees shall not be liable for, whether in tort, contract or otherwise and howsoever caused:

- a. any loss, damage or injury to the Purchaser's and/or the Guests' property; or
- b. any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever.

- 8.6. For the avoidance of doubt, nothing in these Hospitality Seasoncard T&Cs shall exclude or limit MCWFC's liability for:
- a. death or personal injury caused by MCWFC or MCWFC's employees' negligence during the course of their employment; or
  - b. any other conduct for which liability may not be excluded or limited as a matter of English law.

**9. Entry into the Ground and Behaviour**

- 9.1. Entry into the Ground is subject always to the Conditions of Entry. By purchasing and/or accepting and/or holding a Hospitality Seasoncard and/or using a Hospitality Seasoncard you:
- a. certify that you have read, understood and accepted the Conditions of Entry;
  - b. agree to be bound by and to comply with the Conditions of Entry; and
  - c. agree to bring to the attention of others, as required above, the Conditions of Entry.

- 9.2. If a Hospitality Seasoncard Holder is not 14 years old or over, he/she shall obtain the consent of his/her parent(s) and/or legal guardian(s) before purchasing a Hospitality Seasoncard and must be accompanied by a Hospitality Seasoncard Holder over the age of 18 in order to enter the Ground to attend a Match or any other event. His/her parent(s) and/or legal guardian(s) shall, in addition to the Hospitality Seasoncard Holder himself/herself, be responsible for the Hospitality Seasoncard Holder's actions, conduct and compliance with the Hospitality Seasoncard T&Cs and the Conditions of Entry.

- 9.3. Any person attempting to enter or having entered the Ground with a concessionary priced Hospitality Seasoncard or ticket where that person is not entitled to use a concessionary priced Hospitality Seasoncard or ticket will be ejected from, or refused entry to, the Ground and may have the Hospitality Seasoncard or ticket withdrawn and/or suspended at MCWFC's sole discretion, and no refund shall be given.

- 9.4. Without prejudice to condition 1.1 above, and in light of Hospitality Seasoncard 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 a team other than the Team, 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.

- 9.5. Hospitality Seasoncard Holders agree to conduct themselves at all times in a manner befitting a representative of MCWFC and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of MCWFC into disrepute.

- 9.6. A Hospitality Seasoncard Holder shall not:
- a. cause any damage to the Ground;
  - b. bring into, use or display within the Ground any sponsorship, promotional or marketing materials (save for official MCWFC merchandise, and/or other football-related clothing worn in good faith);
  - c. treat MCWFC staff or any person at or around the Ground in a threatening or abusive manner or otherwise engage in any abusive, dangerous or other unacceptable behaviour (including any homophobic, sexual, sectarian, racial or discriminatory behaviour in any form, whether physical, verbal or other) at or around the Ground;
  - d. use any electronic cigarettes in the Ground;
  - e. bring into the Ground any food, drink (including alcohol) or dangerous or illegal substances;
  - f. smoke in any part of the Ground;
  - g. bring any golf umbrellas (or similar) into the Ground; or
  - h. bring into the Ground any luggage items larger than A4 size.

- 9.7. Save as regards mobile telephones used for personal and private use only, Hospitality Seasoncard Holders shall not bring into (or use within) the Ground any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to the Match or any aspect of it. Any person acting in breach of this provision may have such equipment confiscated and/or will be required to deliver up any tapes, films, disks or other recordings or data to the FA WSL and/or MCWFC and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the FA WSL.
- 9.8. Any Hospitality Seasoncard Holder who is found or is reported to be abusing any football player, supporter, member of staff or any other individual in or around the Ground will face arrest and prosecution by the police.
- 9.9. MCWFC reserves the right to impose a ban on the offending Hospitality Seasoncard Holder and promptly withdraw the Hospitality Seasoncard Holder's Hospitality Seasoncard with no refund being given.
- 9.10. Only food and drink items purchased in the Ground from vendors authorised by MCWFC may be consumed in the Ground. Hospitality Seasoncard Holders agree to abide by the Sporting Events (Control of Alcohol etc.) Act 1985.
- 9.11. Any person bringing prohibited items into the Ground may have such items confiscated.
- 9.12. MCWFC reserves the right, at its absolute discretion, to eject a Hospitality Seasoncard Holder from the Ground, refuse a Hospitality Seasoncard Holder entry to the Ground or suspend for a period of time determined by MCWFC/ withdraw indefinitely a Hospitality Seasoncard (including, without limitation, use of the Hospitality Seasoncard) if:
  - a. the Hospitality Seasoncard Holder (or any person in possession of the relevant Hospitality Seasoncard) breaches any of the Hospitality Seasoncard T&Cs or Conditions of Entry (or MCWFC has reasonable grounds to suspect such breach); or
  - b. the Hospitality Seasoncard Holder is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world.
- 9.13. MCWFC will not be obliged to make any refund to any Purchaser or Hospitality Seasoncard Holder in respect of any ejection from or refusal of entry to the Ground or in respect of any Hospitality Seasoncard which is suspended or withdrawn in accordance with condition 9.11.
- 9.14. In the event that a Hospitality Seasoncard is withdrawn or a Hospitality Seasoncard cancelled, MCWFC reserves the right to exclude the relevant Hospitality Seasoncard Holder from applying for any future Hospitality Seasoncard maintained or organised by MCWFC and or to disqualify the relevant Hospitality Seasoncard Holder from applying for any match ticket at its discretion and to notify the Football Association and/or any other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).
- 9.15. Hospitality Seasoncard Holders will not be permitted to re-enter the Ground should they leave at any point after entry. MCWFC operates a strict policy prohibiting re-admission to the Ground.
- 9.16. All Hospitality Seasoncards will remain the property of MCWFC at all times and may be confiscated, cancelled or withdrawn by MCWFC in accordance with these Hospitality Seasoncard T&Cs at any time.

Hospitality Seasoncards must be produced along with evidence of identity if required by any official, steward or employee of MCWFC or any police officer.

10. **Hospitality Rules**

- 10.1. Hospitality Seasoncard Holders are responsible for the behaviour of their Guests and may have their Hospitality Seasoncard suspended or withdrawn if any of their Guests act in breach of this condition.
- 10.2. Children under the age of 18 are permitted within hospitality areas, however they must be accompanied by a responsible adult at all times. A child aged 4 and under may enter the Ground for free without a Hospitality Seasoncard if accompanied by an adult aged 18 or over but will not be permitted to have its own seat (where relevant). Any supporters aged 5 and over will require their own Hospitality Seasoncard or match ticket.
- 10.3. Purchasers are prohibited from using Hospitality Seasoncards for promotional, advertising or marketing purposes unless expressly authorised in writing by MCWFC.

11. **Car Parking**

- 11.1. Any car parking pass provided to a Hospitality Seasoncard Holder is for use in Academy Stadium North Car Park only, accessed via North Gate, Ashton New Road, M11 4TQ, and without production of such a pass no car shall be admitted into the parking facilities.
- 11.2. MCWFC is not responsible for any pass which is lost, stolen, forgotten, damaged, defaced or destroyed (whether a pass is damaged, defaced or destroyed shall be determined by MCWFC acting reasonably in its sole discretion). MCWFC should be notified immediately in the event that a pass is lost or stolen. MCWFC may, in its absolute discretion, provide a replacement pass (or a pass for a different car parking space) and reserves the right to charge a fee in respect of any replacement issued.
- 11.3. Vehicles are parked on MCWFC's premises at the pass holder's risk and MCWFC shall not be liable for any theft, loss or damage to any vehicle or its contents.
- 11.4. Car parking spaces and passes are personal to Purchasers and their Guests and cannot be sold, transferred or assigned without the permission of MCWFC.

12. **Change of Details**

- 12.1. It is the responsibility of the Hospitality Seasoncard Holder to check that MCWFC holds the correct details for them/ their Guests and that the correct details appear on their Hospitality Seasoncard.
- 12.2. Hospitality Seasoncard Holders should promptly notify MCWFC of any change of details (including, without limitation, changes to payment details, Addresses and/or contact details) by:
- a. using the online facility on the Website;
  - b. telephoning Man City and asking for 'Hospitality'; or
  - c. writing to Man City, for the attention of 'Hospitality', quoting the relevant Hospitality Seasoncard number.

Hospitality Seasoncard Holders may be required to provide MCWFC with proof of identity and Address to MCWFC's satisfaction when details are changed under this condition.

**13. Ticket Touting**

- 13.1. The unauthorised sale or disposal of a Hospitality Seasoncard or ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. MCWFC will inform the police as soon as it becomes aware that Hospitality Seasoncards or tickets are being or have been sold in contravention of this law.
- 13.2. If a Purchaser or Hospitality Seasoncard Holder is convicted of a ticket touting offence anywhere in the world, or MCWFC reasonably suspects that a Purchaser or Hospitality Seasoncard Holder has committed a ticket touting offence anywhere in the world, MCWFC may notify the FA WSL who in turn may notify other FA WSL clubs and/or the relevant law enforcement authorities.
- 13.3. In the prevention or pursuance of an offence under this condition 13, the information that MCWFC shares with bodies such as the FA WSL, other football clubs anywhere in the world, the UK Football Policing Unit and other law enforcement agencies may include personal information about the Purchaser and/or Hospitality Seasoncard Holder as well as information about the offence and ticket purchase(s). This information may be used to prevent ticket touting offences and disorder at Matches.
- 13.4. If a Hospitality Seasoncard Holder suspects that ticket touting is taking place in or around the Ground, MCWFC requests that they promptly report their suspicions to MCWFC and the police.

**14. Data Protection**

- 14.1. Each Purchaser and Hospitality Seasoncard Holder acknowledges and agrees that the personal data provided by them to MCWFC in the purchase of a Hospitality Seasoncard or ticket shall be collected, stored and used by MCWFC in accordance with the Data Protection Act 1998 (until 25 May 2018) and the General Data Protection Regulation ((EU) 2016/679) (from 25 May 2018) and Man City's Privacy Policy (available on the Website at [www.mancity.com/common/privacy](http://www.mancity.com/common/privacy)). For the avoidance of doubt, references to Man City within Man City's privacy policy shall be read as references to MCWFC.
- 14.2. All persons who enter the Ground using a Hospitality Seasoncard acknowledge that photographic images and/or video recordings (and/or still taken from video recordings) may be taken of them and may also be used in televised coverage of Matches and/or for promotional or marketing purposes by MCWFC, the FA WSL or other third parties and use of a Hospitality Seasoncard to enter the Ground is consent to such use.

**15. Indemnity**

The Purchaser shall indemnify MCWFC against any and all costs, expenses and/or losses of whatever nature and howsoever caused or incurred, as a result of any damage caused by the Hospitality Seasoncard Holder, (or a Guest), to the Ground or any property, equipment or facilities at the Ground (other than reasonable wear and tear).

**16. Entire Agreement**

These Hospitality Seasoncard T&Cs and any documents referred to within these Hospitality Seasoncard T&Cs comprise the entire agreement between MCWFC and the Purchaser/Hospitality Seasoncard Holder in relation to the purchase of a Hospitality Seasoncard and all ancillary benefits. For the avoidance of

doubt, the purchase of all Match tickets unrelated to a Hospitality Seasoncard shall be subject to the terms and conditions applicable to one-off purchases which are available on the Website.

17. **Severability and Amendments**

17.1. MCWFC reserves the right to make amendments to these Hospitality Seasoncard T&Cs from time to time, provided that the amendments shall not result in any Hospitality Seasoncard Holder receiving any less than the same or substantially similar benefits to those that the Hospitality Seasoncard Holder was entitled to receive prior to such amendments in relation to the Season. Up to date versions of the Hospitality Seasoncard T&Cs will be made available promptly on the Website, and hard copies will be available from MCWFC upon request.

17.2. In the event that any of these Hospitality Seasoncard T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Hospitality Seasoncard T&Cs shall remain in effect as if such void, ineffective or unenforceable condition or conditions had not been included.

18. **Waiver**

MCWFC's failure to exercise, or delay in exercising, any right, power or remedy provided by these Hospitality Seasoncard T&Cs or by law shall not constitute a waiver of that right, power or remedy.

19. **Governing Law**

These Hospitality Seasoncard T&Cs shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

20. **Force Majeure**

MCWFC shall not be deemed to be in breach of these Hospitality Seasoncard T&Cs or otherwise liable to any Purchaser/Hospitality Seasoncard Holder/Guest as a result of any delay or failure in the performance of its obligations under these Hospitality Seasoncard T&Cs if and to the extent that such a delay or failure is caused by a Force Majeure Event. For the purposes of this condition a "Force Majeure Event" means any circumstances outside the reasonable control of MCWFC including, without limitation, acts or threatened acts of terrorism, strikes, lockouts, industrial disputes or other restraints or stoppages of labour, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule or direction, compliance with the Rules, inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm.

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