

# FA Match Tickets - Terms and Conditions of Sale and Issue...

## 1. Definitions

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

**"Conditions of Sale and Issue"** means these terms and conditions governing the sale, issue and use of a Ticket.

**"Ground"** means the football ground hosting the Match.

**"Ground Regulations"** means those ground regulations issued by the owner or operator of the relevant Ground from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are available on request or otherwise on display at the Ground).

**"Match"** means any Match staged by The Football Association Ltd ("The FA").

**"Site"** means The FA's online store for the purchase of Tickets at [www.TheFA.com/tickets](http://www.TheFA.com/tickets).

**"Ticket"** means a printed paper ticket or electronic access card (and/or any rights arising out of or in connection with that paper ticket or electronic access card) for admission to a Match.

**"Terms & Conditions of Entry"** means: -

- (a) each of the rules and regulations of FIFA, UEFA and The FA;
- (b) the Ground Regulations (the Wembley Stadium Ground Regulations are available here);
- (c) these Conditions of Sale and Issue; and
- (d) The FA's Ticket Refund Policy.

"Terms of Use" means the terms which govern your use of the Site, which are available here.

## 2. Ordering tickets through the Site

2.1 Your use of the Site is subject always to our Terms of Use, which you must comply with at all times when using the Site.

2.2 You must be at least 16 years old to place an order for Tickets through the Site.

2.3 To place an order for Tickets please follow the instructions on the Site. You will be given the opportunity to check the details of your order before you confirm it.

2.4 When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order ("Order Confirmation"). The contract between you and The FA will be formed when The FA sends you the Order Confirmation.

## 3. Pricing and Payment

3.1 All orders are subject to availability and confirmation of the order price. If The FA discovers an error in the price of any Tickets which you have ordered The FA will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If The FA is unable to contact you it will treat the order as cancelled. If you choose to cancel your order and you have already paid for the Tickets, you will receive a full refund within 14 days.

3.2 If, for any reason other than a breach by you of these Conditions of Sale and Issue, The FA is unable to supply you with a Ticket, for example because that Ticket is no longer available, The FA will inform you by email as soon as possible. If you have already paid for that Ticket, you will receive a full refund within 14 days.

3.3 Prices are inclusive of VAT at the applicable rate within the EU. Delivery costs will be charged in addition. Such additional charges are clearly displayed on the payment screen on the Site prior to completing your order.

3.4 Payment may be made by credit or debit card (Visa Debit and Credit, MasterCard and Maestro). Upon receiving your order The FA will carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Tickets will not be dispatched until this pre-authorisation check has been completed. Your card will be charged or debited once the order has been accepted.

#### **4. DELIVERY**

4.1 Delivery of an order shall be completed when The FA delivers the Tickets to the address you give when you place your order and the Tickets will be your responsibility from that time.

4.2 If Tickets are returned to The FA undelivered The FA will attempt to contact you to arrange redelivery or require you to collect your Tickets in person. You may be required to pay an additional redelivery charge for Tickets that are re-sent to you. If The FA is unable to redeliver Tickets to you within a reasonable period prior to the relevant Match, you will be deemed to have forfeited the Tickets and The FA may refund you the face value of the Tickets and sell them to another person.

4.3 If you order Tickets within 3 days of the relevant Match, The FA may require you to collect them in person.

#### **5. Issue of Tickets**

5.1 The issue of a Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.

5.2 By applying to purchase a Ticket and/or using the same you hereby warrant and represent that you are a supporter of the team whose name is endorsed upon that Ticket.

#### **6. Admission to the Ground**

6.1 Use of a Ticket constitutes acceptance of the Terms & Conditions of Entry.

6.2 A Ticket permits you to occupy, at the relevant Match (but not otherwise), the seat indicated on that Ticket or such other alternative seat as The FA and/or Ground owner/operator may allocate to you, acting reasonably. No adult admission to family areas unless accompanying children; purchase and use of family enclosure tickets may be subject to restrictions and/or terms issued by The FA from time to time.

6.3 For the avoidance of doubt, any attempt to gain access to the Ground wearing the colours of a team other than the name of any team's supporters' area endorsed on the face of your Ticket 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.

6.4 Save as set out in clause 6.5 below, you shall not bring into (or use within) the Ground any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it. Any person acting in breach of this provision shall be required to deliver up films, files, tapes or discs of such recording to The FA and copyright in any unauthorised recording or transmission is assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to The FA.

6.5 Subject to the provisions of clause 6.4 above, mobile telephones are permitted within the Ground, provided that they are used for bona fide personal and private purposes only.

6.6 Save for official team merchandise and/or other football related clothing worn in good faith and in accordance with clause 6.3 above, you shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.

6.7 You shall not bring or attempt to bring into the Ground any of the following: (i) bottled or canned foods or beverages; (ii) any other foodstuffs; (iii) any alcoholic beverage whatsoever. Refreshment facilities will be made available inside the Ground.

6.8 You shall not offer (either free or for sale by any person) within the Ground any goods (including literature) of any nature without the express written permission of The FA.

6.9 Each person attending a Match at the Ground consents to: (i) the recording of his or her likeness and/or voice by any means (including, but not limited to, audio and visual recordings by television cameras and photographers) (together "Image"); and (ii) the commercial exploitation throughout the world of his/her Image by any means and without compensation.

6.10 The FA and the Ground owner reserve the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry.

#### **7. Non-transfer of Tickets**

7.1 A Ticket is issued for your sole use and you shall not resell or (save as set out in clauses 7.3 and 7.4 below) transfer any Ticket to any other person without the prior written consent of The FA.

7.2 Without prejudice to the general wording set out in clause 7.1 above, no Ticket may: -

(a) be used for any promotional or commercial purpose whatsoever (including, by way of example, in any competition, auction, give-away, lottery or as a premium); or

(b) be transferred, lent or sold to any third party for use as part of a hospitality or travel package; or

(c) be given to any third party who agrees to buy a good or service in return,

unless you have the prior written consent of The FA.

7.3 If more than one Ticket is issued to you, one Ticket must be retained by you for your personal use (subject to clause 7.4 below) and the remainder may be transferred to the natural person(s) intending to accompany you to the Match, provided that:

(a) such person(s) is/are known to you and would be entitled (under the Terms & Conditions of Entry) to purchase such a Ticket;

(b) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket;(c) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;

(d) such transfer is subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 8) apply to such person as if he/she were the original purchaser of the Ticket (and you must inform the person of this); and

(e) you must provide the name and address of such person(s) when asked to do so by any official, steward or employee of The FA or the Ground owner/operator or any police officer.

7.4 In the event that you and/or the person(s) intending to accompany you to the Match are unable to use any Ticket then you may transfer the Ticket(s) to another natural person, provided that:

(a) such other person(s) is/are known to you and would be entitled (under the Terms & Conditions of Entry) to purchase such a Ticket;

(b) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket;

(c) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;

(d) such transfer is subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 8) apply to such other person as if he/she were the original purchaser of the Ticket (and you must inform the other person of this); and

(e) you must provide the name and address of such other person(s) when asked to do so by any official, steward or employee of The FA or the Ground owner/operator or any police officer.

7.5 All Tickets will remain the property of The FA 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 FA, the Ground owner/operator or any police officer. The FA reserves the right to retain any Ticket at any time.

7.6 If a Ticket is obtained or used in breach of the Terms & Conditions of Entry, the Ticket will automatically be void, the Ticket will be cancelled, all rights conferred or evidenced by the relevant Ticket shall be nullified the holder may be refused entry to, or ejected from, the Ground, and no refund will be payable.

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

The FA further reserves its right to take any legal or disciplinary action against any appropriate persons as it sees fit in connection with such matters.

## **8. Changes to Dates and Refunds**

8.1 The FA does not guarantee that the Match will take place at a particular time or on a particular date. The FA reserves the right to reschedule any Match without notice.

8.2 In the event of the postponement of a Match before kick-off you will be entitled to free admission to any rearranged Match upon presentation of your Ticket.

8.3 In the event of the abandonment of a Match after kick-off you will be entitled to free admission to any rearranged Match upon presentation of your Ticket.

8.4 In the event that The FA is forced to hold a Match 'behind closed doors' or the postponed or abandoned Match is: (i) not re-arranged; or (ii) a Ticket holder is unable to attend a rearranged Match, Ticket holders shall be entitled to a refund in accordance with The FA's Ticket Refund Policy.

8.5 Subject to clause 11.1, The FA and/or Ground owner will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel or accommodation costs.

## **9. Lost or Stolen Tickets**

9.1 In order to gain admission to the Ground a Ticket must be presented in its entirety at the Match.

9.2 The FA and/or Ground owner shall not issue any replacement for a lost, stolen or destroyed Ticket.

## **10. Cancellation & Withdrawal of Ticket**

10.1 You will not be able to cancel your order and/or seek a refund for your Tickets once ordered, except in accordance with The FA's Ticket Refund Policy or in accordance with your rights as a consumer under law (for which please contact your local Citizen's Advice Bureau).

10.2 Without prejudice to any other remedies it may have, The FA shall have the right in the case of any serious or persistent breach of these Terms & Conditions of Entry to cancel and withdraw any Ticket issued to you. In the event of such cancellation no refund will be paid. By way of example, the following circumstances are each considered by The FA to constitute a serious breach of the Terms & Conditions of Entry:

(a) smoking in any part of the Ground;

(b) persistent standing in seated areas or gangways whilst the Match is in progress;

(c) using foul, obscene, abusive, racist language and/or gestures;

(d) possession of any banner or flag which bears material or slogans which are offensive, obscene, abusive or racist;

(e) throwing any object which may cause injury or damage to people or property;

(f) any breach in relation to clauses 6.4 and/or 6.5;

(g) unauthorised sale or transfer of any Ticket to any person (which shall include an attempt to sell or transfer a Ticket);

(h) misuse of any Ticket;

(i) any misrepresentation in relation to clause 5.2;

(j) the supply of any misleading or incorrect information in any application; and/or any failure to pay or default of payment in respect of any sums owing to The FA (or any other relevant party) in respect of any Ticket.

10.3 In the event that your Ticket is withdrawn or cancelled The FA reserves the right to exclude you from applying for or receiving any future Match ticket at its discretion. Your name, identifying details and/or any photographs of you (including, but not limited to, any material being personal and/or sensitive personal data as defined under the Data Protection Act 1998) may be passed to a club, competition, the police and/or such other appropriate authority as The FA sees fit.

## **11. Exclusion of Liability**

11.1 If The FA fails to comply with these Conditions of Sale and Issue, The FA is responsible for loss or damage you suffer that is a foreseeable result of The FA's breach of these Conditions of Sale and Issue or The FA's negligence, but The FA is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of The FA's breach or if it was contemplated by you and The FA at the time that you and The FA entered into a contract pursuant to these Conditions of Sale and Issue.

11.2 Subject to clause 11.1, and to the maximum extent permitted by law, The FA and Ground owner hereby exclude any liability for loss, injury or damage to persons/property in or around the Ground.

11.3 Neither The FA nor the Ground owner shall be responsible for any interrupted and/or restricted view of the Match caused by virtue of: (i) the position of the seat; and/or (ii) the action of other spectators.

## **12. Governing law and other provisions**

12.1 These Conditions of Sale and Issue are governed by English law. This means a contract for the purchase of Tickets through the Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and The FA both agree that the courts of England and Wales will have non-

exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

12.2 The FA processes information about you that you provide when placing an order on the Site in accordance with The FA's Privacy Policy. By providing this information you consent to such processing and you warrant that all information provided by you is accurate.

12.3 No other person shall have any rights to enforce any terms of a contract made between you and The FA pursuant to these Conditions of Sale and Issue.

12.4 The FA may transfer its rights and obligations under a contract with you to another organisation, but this will not affect your rights or The FA's obligations under these Conditions of Sale and Issue

12.5 You may only transfer your rights or your obligations under these Conditions of Sale and Issue to another person if The FA agrees in writing

12.6 If any part of these Conditions of Sale and Issue is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by The FA to enforce its rights or remedies under these Conditions of Sale and Issue or otherwise shall not be construed as a waiver by The FA of those or any other rights or remedies.

### **13. Contact Us**

If you have any comments, questions or complaints about Tickets you wish to purchase or have purchased from The FA please contact The FA by email at [Ticketing@TheFA.com](mailto:Ticketing@TheFA.com), by post addressed to Wembley Stadium, PO Box 1966, London, SW1P 9EQ or by phone on 0800 169 1863.