

Manchester City Women's Football Club

Seasoncard 2019/20 Terms & Conditions

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Introduction

The purchase and use of a Seasoncard is subject to the MCWFC Seasoncard Terms and Conditions and, where applicable, the Direct Debit Scheme Terms and Conditions (together the "**Seasoncard T&Cs**").

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

Definitions and Interpretation

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

"Address"	the addresses of Purchasers and Seasoncard Holders provided to MCWFC upon application for the purchase of Seasoncards, or such other addresses as may be notified by Purchasers or Seasoncard Holders to MCWFC in accordance with condition 9 below;
"Cityzens"	Man City's official membership scheme and any replacement thereof during the Season;
"Conditions of Entry"	the rules and regulations of the Football Association and the Ground Regulations;
"Direct Debit Scheme"	the scheme by which Seasoncard Holders may finance their Seasoncard, as further described in the Direct Debit Schemes Terms & Conditions;
"FA WSL"	the Football Association Women's Super League;
"Ground"	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;
"Ground Regulations"	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;
"Home Matches"	any Match played at the Ground;
"Match or Matches"	any match played by the Team during the Season;
"Man City"	Manchester City Football Club Limited;
"Man City Ground"	the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
"MCWFC"	Manchester City Women's Football Club Limited;
"Purchaser"	a person purchasing any number of Seasoncards;
"Season"	1 June 2019 to 31 May 2020
"Seasoncard Holder"	a holder of a Seasoncard;
"Seasoncard Benefits"	in respect of each Seasoncard, the benefits to which a Seasoncard Holder of that Seasoncard is automatically entitled as set out herein;
"Seasoncard"	the entry materials issued to a Seasoncard Holder that are valid during the Season and which admit the Seasoncard Holder into the Ground at Matches that 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 seasoncard or Cityzens card, print at home or email tickets, mobile tickets

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via SMS or other methods and/or other forms of virtual or electronic ticketing;

"Team"

the MCWFC's first team; and

"Website"

the MCWFC website at www.mancity.com/women

MCWFC Seasoncard Terms and Conditions

1. Purchase and Payment

- 1.1. 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 Seasoncards and / or using a Seasoncard, you hereby warrant and represent that you (and any person you are buying a Seasoncard for or who uses your Seasoncard) are a supporter of MCWFC.
- 1.2. By applying to purchase one or a number of Seasoncards, a Purchaser is making an offer to MCWFC. A contract for the supply of the Seasoncard shall be created once MCWFC has issued a Seasoncard to the Purchaser.
- 1.3. Seasoncards may be purchased using any of the following purchase methods:
 - a. via the Website;
 - b. over the telephone by calling 0161 444 1894*; or
 - c. in person at the ticket office at the Man City Ground.

****a booking fee of £2.50 (including VAT) will apply to the purchase of each Seasoncard which is purchased by telephone.***
- 1.4. MCWFC only accepts payment by:
 - a. the Direct Debit Scheme;
 - b. cash in English sterling;
 - c. valid credit card;
 - d. valid Visa debit card; or
 - e. valid Mastercard debit card.
- 1.5. The price payable for each 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 Seasoncards at promotional prices or offer discounts for buying more than one 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 Seasoncard through the Direct Debit Scheme, full payment of the relevant price is required at the point of sale.
- 1.7. 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 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 (less any booking fees incurred). It is the Purchaser's responsibility to ensure that MCWFC has the correct payment details.

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- 1.8. Once purchased or once the Direct Debit Scheme is underway, a Seasoncard Holder shall not be entitled to cancel their Seasoncard and no refunds shall be given for any Matches unattended during the Season.
- 1.9. Seasoncards may be made available free of charge to certain Man City seasoncard holders (e.g. Superbia seasoncard holders). In such circumstances, any such Man City seasoncard holder shall be treated as a "Purchaser" for the purposes of these 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 Seasoncard Holder the right to a refund in respect of the cancellation of any Seasoncard it receives free of charge.
- 1.10. **Children Under Four:** A child aged 4 and under may enter the Ground for free without a 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 Seasoncard or match ticket.
- 1.11. **Disabled Supporters:** MCWFC does not offer a discount for disabled supporters purchasing a Seasoncard. MCWFC will, however, permit an adult Seasoncard Holder to bring a personal assistant free of charge where that person would find it unreasonably difficult or impossible to access the Ground or make use of the services offered ("**Reduced Mobility Supporter**"). In determining whether a supporter is a Reduced Mobility Supporter, MCWFC will take account of whether the time, inconvenience, effort, discomfort, anxiety or loss of dignity entailed in using the services would be considered unreasonable by other people if they had to endure similar difficulties. MCWFC has a limited number of allocated spaces available within the Ground for Reduced Mobility Supporters. Full details of our Access Information for disabled supporters can be found here: www.mancity.com/ticket-information/terms-and-conditions. In offering these services MCWFC has considered its duties to make reasonable adjustments pursuant to the Equality Act 2010.
- 1.12. 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 Seasoncard Holder's identification and/or other information with regards the Purchaser's Seasoncard purchase(s) and the Purchaser and/or Seasoncard Holder shall cooperate with MCWFC in connection with the same.

2. Dispatch of Seasoncards

- 2.1. A Purchaser shall be issued with a Seasoncard once their application to purchase a Seasoncard has been accepted, and full cleared payment has been received by MCWFC (whether for the full amount or a deposit under the Direct Debit Scheme, as applicable).
- 2.2. If notified by MCWFC, the Purchaser and/or the Seasoncard Holder may be required to collect their 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 Seasoncard Holder for any non-delivery or late delivery of any Seasoncard, ticket, documents or other materials dispatched by MCWFC to the Purchaser and/or 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.

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3. Seasoncard Benefits and Additional Benefits

3.1. Seasoncard Holders shall be entitled to:

- a. one (1) branded Seasoncard, which shall entitle the Seasoncard Holder to attend the Home Matches set out in condition 3.2 below;
- b. one (1) welcome pack with their Seasoncard;
- c. monthly seasonal member prize draws to win signed merchandise, match tickets and exclusive experiences;
- d. automatic registration for Cityzens membership which gives the Seasoncard Holder access to the Cityzens Portal and the chance to win exclusive prizes and money-can't-buy experiences (terms and conditions apply)*;
- e. Merlin Entertainments discounts (via Cityzens Portal) across UK venues like Alton Towers and SEA LIFE Manchester;
- f. 10% off City Store purchases, online at shop.mancity.com and in-store at the Official Manchester City Store (exclusions apply);
- g. 20% off Stadium and Club Tours;
- h. exclusive match ticket priority for men's first team tickets; and
- i. no booking fee when purchasing men's first team tickets online or in-person,

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

3.2. During the Season, Seasoncard Holders will be entitled to attend:

- a. Home Matches in the FA WSL;
- b. Home Matches in the FA Women's Cup;
- c. Home Matches in the FA WSL Continental Cup; and
- d. Home Matches in the UEFA Women's Champions League.

3.3. Each 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 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 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 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 Seasoncard Holders with any free parking facilities, 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 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

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at the absolute discretion of MCWFC and/or Man City. Additional Benefits may have limited availability and may be subject to the 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 Seasoncard Benefits for the purposes of these Seasoncard T&Cs.

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

**** If Seasoncard Holders wish to access the additional "bolt-on" Cityzen packs (currently, Cityzens Matchday or Cityzens Box Membership), these much be purchased separately.***

4. Lost, stolen and damaged Seasoncards and tickets

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

- 4.2. MCWFC is not responsible for any Seasoncard which is lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Seasoncard may be provided to the 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 Seasoncard Holder prior to the issue of each duplicate Seasoncard. For the purposes of this condition, whether a Seasoncard is damaged, defaced or destroyed will be determined by MCWFC acting in its sole discretion.

5. Transfer of Seasoncard and Cessation of Rights

- 5.1. If a Purchaser purchases a Seasoncard on behalf of another person, the purchase of the 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 Seasoncard is being transferred;
- c. the transfer to the person for whom the Seasoncard is purchased must be free of charge or for a fee or benefit no greater in value than the face value of the Seasoncard; and
- d. such purchase must not breach condition 1.1 above.

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

- 5.2. Seasoncards and Seasoncard Benefits are for the use of the Seasoncard Holder only and are not transferable save that, if a Seasoncard Holder is unable to attend a Match that Seasoncard Holder may temporarily allow a person who is known to them (a "Guest") to use their 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 or for a fee or benefit no greater in value than the face value of the Seasoncard;
- c. such transfer must not breach condition 1.1 above; and
- d. such transfer is not a transfer of a concessionary priced Seasoncard to a Guest who does not meet the criteria of a concessionary priced Seasoncard.

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- 5.3. The Guest shall adhere to the Conditions of Entry which shall bind the Guest as if they were the original Seasoncard Holder of that ticket. It is the responsibility of the Seasoncard Holder who owns the Seasoncard to inform the Guest that use of the Seasoncard is subject to the Conditions of Entry.
- 5.4. Subject to conditions 5.1 and 5.2 above, all rights with respect to a Seasoncard are personal to the Seasoncard Holder and shall cease upon the death of the Seasoncard Holder. Any 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 Seasoncard Holder's death, to the Seasoncard Holder's estate/personal representative.

6. Amendments to the Seasoncard

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

7. Exclusion of Liability

- 7.1. 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. Seasoncard Holders shall be entitled to attend any such re-arranged Match if they were entitled to attend the original fixture under their Seasoncard.
- 7.2. MCWFC expressly excludes all liability resulting from:
- a. any failure or delay by MCWFC in carrying out any of its obligations under these 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.
- 7.3. MCWFC shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 7.4. 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.
- 7.5. 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.
- 7.6. For the avoidance of doubt, nothing in these Seasoncard T&Cs shall exclude or limit MCWFC's liability for:
- a. death or personal injury caused by MCWFC or the 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.

8. Entry into the Ground and Behaviour

- 8.1. Entry into the Ground is subject always to the Conditions of Entry. By purchasing and/or accepting and/or holding a Seasoncard and/or using a 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.
- 8.2. If a 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 Seasoncard and must be accompanied by a 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 Seasoncard Holder himself / herself, be responsible for the Seasoncard Holder's actions, conduct and compliance with the Seasoncard T&Cs and the Conditions of Entry.
- 8.3. Any person attempting to enter or having entered the Ground with a concessionary priced Seasoncard or ticket where that person is not entitled to use a concessionary priced Seasoncard or ticket will be ejected from, or refused entry to, the Ground and may have the Seasoncard or ticket withdrawn and/or suspended at the MCWFC's sole discretion, and no refund shall be given.
- 8.4. Without prejudice to condition 1.1 above, and in light of 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.
- 8.5. 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.
- 8.6. A 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.
- 8.7. Save as regards mobile telephones used for personal and private use only, 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

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WSL.

- 8.8. Any 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.
- 8.9. MCWFC reserves the right to impose a ban on the offending Seasoncard Holder and promptly withdraw the Seasoncard Holder's Seasoncard with no refund being given.
- 8.10. Only food and drink items purchased in the Ground from vendors authorised by MCWFC may be consumed in the Ground. Seasoncard Holders agree to abide by the Sporting Events (Control of Alcohol etc.) Act 1985.
- 8.11. Any person bringing prohibited items into the Ground may have such items confiscated.
- 8.12. MCWFC reserves the right, at its absolute discretion, to eject a Seasoncard Holder from the Ground, refuse a Seasoncard Holder entry to the Ground or suspend for a period of time determined by MCWFC/ withdraw indefinitely a Seasoncard (including, without limitation, use of the Seasoncard) if:
 - a. the Seasoncard Holder (or any person in possession of the relevant Seasoncard) breaches any of the Seasoncard T&Cs or Conditions of Entry (or MCWFC has reasonable grounds to suspect such breach); or
 - b. the Seasoncard Holder is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world.
- 8.13. MCWFC will not be obliged to make any refund to any Purchaser or Seasoncard Holder in respect of any ejection from or refusal of entry to the Ground or in respect of any Seasoncard which is suspended or withdrawn in accordance with condition 8.11.
- 8.14. In the event that a Seasoncard is withdrawn or a Seasoncard cancelled, MCWFC reserves the right to exclude the relevant Seasoncard Holder from applying for any future Seasoncard maintained or organised by MCWFC and or to disqualify the relevant 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).
- 8.15. 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.
- 8.16. All Seasoncards will remain the property of MCWFC at all times and may be confiscated, cancelled or withdrawn by MCWFC in accordance with these Seasoncard T&Cs at any time. Seasoncards must be produced along with evidence of identity if required by any official, steward or employee of MCWFC or any police officer.
- 8.17. Nothing in these Seasoncard T&Cs shall give any person any automatic right of renewal or purchase in relation to any Seasoncard for any subsequent Season or Match.

9. Change of Details

- 9.1. It is the responsibility of the Seasoncard Holder to check that MCWFC holds the correct details for them/ their Guests and that the correct details appear on their Seasoncard.
- 9.2. Seasoncard Holders should promptly notify MCWFC of any change of details (including, without limitation, changes to payment details, Addresses and / or contact details) by:

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- a. using the online facility on the Website;
- b. telephoning Man City and asking for 'Supporter Services';
- c. visiting Man City ticket office in person; or
- d. writing to Man City, for the attention of 'Supporter Services', quoting the relevant Seasoncard number.

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

10. Ticket Touting

10.1. The unauthorised sale or disposal of a 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 Seasoncards or tickets are being or have been sold in contravention of this law.

10.2. If a Purchaser or Seasoncard Holder is convicted of a ticket touting offence anywhere in the world, or MCWFC reasonably suspects that a Purchaser or 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.

10.3. In the prevention or pursuance of an offence under this condition 10, 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 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.

10.4. If a 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.

11. Data Protection

11.1. Each Purchaser and Seasoncard Holder acknowledges and agrees that the personal data provided by them to MCWFC in the purchase of a 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). For the avoidance of doubt, references to Man City within Man City's privacy policy shall be read as references to MCWFC.

11.2. All persons who enter the Ground using a 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 Seasoncard to enter the Ground is consent to such use.

12. 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 Seasoncard Holder, (or a Guest), to the Ground or any property, equipment or facilities at the Ground (other than reasonable wear and tear).

13. Entire Agreement

These Seasoncard T&Cs and any documents referred to within these Seasoncard T&Cs comprise the entire agreement between MCWFC and the Purchaser/Seasoncard Holder in relation to the purchase of a Seasoncard and all ancillary benefits. For the avoidance of doubt, the purchase of all Match tickets unrelated to a Seasoncard shall be subject to the terms and conditions applicable to one-off purchases which are available on the Website.

14. Severability and Amendments

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

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

15. Waiver

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

16. Governing Law

These 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.

17. Force Majeure

MCWFC shall not be deemed to be in breach of these T&Cs or otherwise liable to any Purchaser / Seasoncard Holder / Guest as a result of any delay or failure in the performance of its obligations under these 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.

MCWFC Direct Debit Scheme Terms and Conditions

The following terms and conditions (the "Direct Debit T&Cs") shall apply to Seasoncard Holders who wish to purchase a Seasoncard using the Direct Debit Scheme.

Direct Debit T&C's

1. To be eligible for the Direct Debit Scheme, purchasers must:
 - a. be over 18 and have a UK bank account;
 - b. be applying for a Seasoncard(s); and
 - c. ensure that their application (including any amendments) is received by the MCWFC by 31 May 2018
(an "Eligible Supporter").

2. An Eligible Supporter who wishes to pay by direct debit shall have the option to purchase one or more Seasoncard(s) using our payment plan, under which three instalments will be taken before and during the Season. An example of a direct debit payment schedule is set out below. Please note that the price of the Seasoncard and the amount of each instalment will be confirmed to the Eligible Supporter on application for the Direct Debit Scheme, and may differ from the amounts shown below which are for illustration purposes only. **Please note that the first instalment (deposit) will be taken by credit and debit card at the point of sale and will not be made by Direct Debit.**

Seasoncard Price (Relevant age is applicable at time of purchase)	Instalment 1 On 1 st August 2019	Instalment 2 On 2 nd September 2019	Instalment 3 On 1 st October 2019	Instalment 3 On 1 st November 2019
Cat A: Adult - £65/£58.50 Early	£16.25/£14.63	£16.25/£14.63	£16.25/£14.63	£16.25/£14.63
Cat B: Adult - £55/£49.50 Early	£13.75/£12.38	£13.75/£12.38	£13.75/£12.38	£13.75/£12.38
Cat A: Junior (15 and Under) - £27/£24.30 Early	£6.75/£6.08	£6.75/£6.08	£6.75/£6.08	£6.75/£6.08

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Cat B: Junior (15 and Under) - £27/£24.30 Early	£6.75/£6.08	£6.75/£6.08	£6.75/£6.08	£6.75/£6.08
Cat A: 16-21 - £45/£40.50 Early	£12.50	£12.50	£12.50	£12.50
Cat B: 16-21 - £40/£36 Early	£10.00/£9.00	£10.00/£9.00	£10.00/£9.00	£10.00/£9.00
Cat A: Over 65 - £45/£40.50 Early	£11.25/£10.13	£11.25/£10.13	£11.25/£10.13	£11.25/£10.13
Cat B: Over 65- £40/£36 Early	£10.00/£9.00	£10.00/£9.00	£10.00/£9.00	£10.00/£9.00
Please note that Cat A and Cat B refers to the seating categories available for the MCWFC 2019/20 season (see 3.1 above)				

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Cat A: 65 and over - £50.00	£12.50	£12.50	£12.50	£12.50
Cat B: 65 and over - £45.00	£11.25	£11.25	£11.25	£11.25
Please note that Cat A and Cat B refers to the seating categories available for the MCWFC 2018/19 season (see 3.1 above)				

For the avoidance of doubt, the price of the Seasoncard purchased under the Direct Debit Scheme will be no more than the cash price of the Seasoncard.

3. It shall remain the responsibility of the Eligible Supporter to ensure that all instalments are paid to MCWFC on the relevant instalment due date. The time for payment of each instalment shall be of the essence of the contract.
4. In each instance where an instalment fails, MCWFC reserves the right to:
 - a. suspend the Eligible Supporter's Seasoncard immediately, preventing the Eligible Supporter from attending any Match at the Ground; and/or
 - b. revoke all City Points and all Seasoncard Benefits acquired by the Seasoncard Holder; and/or
 - c. restrict the Eligible Supporter from renewing the Seasoncard(s);
 - d. prohibit the Eligible Supporter from purchasing tickets to any future Match; and/or
 - e. restrict the Eligible Supporter from purchasing any other Man City products.
5. If an instalment fails, the Eligible Supporter will receive a notification (this may be one of the following but not restricted to a telephone call, letter, email or SMS) from MCWFC and the Eligible Supporter shall be responsible for ensuring that the unpaid instalment is promptly paid to MCWFC. It shall remain the responsibility of the Eligible Supporter to log-in to their online account to review the payment schedule and address any notifications received from MCWFC regarding failed instalments.
6. On the first occasion an instalment fails:
 - a. if the instalment is not paid within 7 days of the notification of the failed instalment from MCWFC, MCWFC reserves the right to charge an additional administration fee of £12 for payments not made; and
 - b. if the instalment is not made within 20 days of the notification of the failed instalment from MCWFC, in addition to its right to suspend the Seasoncard under condition 4 above, MCWFC reserves the right to:
 - i. terminate the Seasoncard; and/or
 - ii. 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.
7. In each subsequent case where MCWFC receives a failed payment notification during the Direct Debit Scheme, MCWFC reserves the right to:
 - a. charge an additional administration fee of £12 for payments not made;
 - b. cancel or suspend the Eligible Supporter's Seasoncard for all remaining fixtures;
 - c. terminate the Seasoncard; and/or
 - d. take such action as MCWFC deems necessary to recover sums due to MCWFC and MCWFC reserves the right to appoint a third party to recover any such sums, irrespective of whether the previous failed payment has been rectified.

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8. For the avoidance of doubt, any references to MCWFC taking action to recover sums due will include sums that are already overdue and sums which would have become due had the Seasoncard not been terminated (although MCWFC will use reasonable endeavours to mitigate its losses in relation to such future payments), plus any reasonable costs of collecting such sums.
9. MCWFC reserves the right to withdraw the Direct Debit Scheme at any time, with prior written notice to the Eligible Supporter of 10 working days. The Eligible Supporter will have the option of paying the balance outstanding against their Seasoncard within 30 days of the withdrawal of the Direct Debit Scheme, or cancelling their Seasoncard from the date that the next instalment would have fallen due.
10. It remains the responsibility of the Eligible Supporter to advise MCWFC of any changes to their Man City or MCWFC account or bank details, including name changes, contact telephone number and e-mail. Any changes to bank account details (including requests to change instalment dates) must be given to MCWFC no later than 10 working days in advance of the next due instalment.
11. If during the Direct Debit Scheme the Eligible Supporter wishes to cancel their Direct Debit Scheme and change the method of payment, they must contact MCWFC no later than 10 working days in advance of the next due instalment. The Eligible Supporter must pay any outstanding balance against the Seasoncard when informing MCWFC of their intent to cancel the direct debit plan. If any outstanding balances against the Seasoncard are not paid at this time, MCWFC reserves the right to exercise the rights set out in condition 6.b above. **For the avoidance of doubt, this is merely a right to amend the method of payment and not a right to cancel the Seasoncard.**