



**FLEETWOOD WANDERERS LTD T/A FLEETWOOD TOWN FOOTBALL CLUB (the “Club”) ONWARD  
CARD TERMS AND CONDITIONS 2021/22 SEASON**

Please read this document carefully as the terms below apply to the Onward/Membership Card.

In particular, we ask you to note the following:

This agreement has been pre-signed by us so that it becomes legally binding when you sign it. Therefore, please make sure that you have read the terms and conditions set out below and you are happy that you understand and agree to them. If there is anything that you do not understand then you need to contact us before signing this agreement.

If you are entering into this agreement using electronic communication (online application) then instead of signing by hand with a pen you will be directed to confirm (by clicking in a specific place) your acceptance of the agreement, and the terms and conditions, using an electronic signature. Once you have done this it will have the same effect as if you had signed by hand with a pen.

You have a right to withdraw from this agreement within 14 days without giving any reason. The period of withdrawal begins the day on which the agreement is signed.

This agreement is an auto renewal agreement which will automatically renew your Membership Agreement after the end of the 2021/22 season. This means that each season the Club will automatically renew your Membership Agreement for the same seat/standing area by taking the payment from the debit or credit card from which you have made the last payment for the previous season. The payment will be for the same sum as the 2021/22 season but if the price is to be increased you will be notified in writing 28 days prior to the payment being taken.

If you do not wish for the agreement to be auto renewed you will need to confirm that to the Club in writing by emailing the Club at [onward@fleetwoodtownfc.com](mailto:onward@fleetwoodtownfc.com) with notice of you opting out. This has to be received by the Club on or before 23:59 on 31 May following the conclusion of the relevant season. If this notice is not received by the Club your auto renewal will apply and your renewed Membership Agreement will come into effect on 1 June of the relevant season. You will then have a further 14 days to withdraw from that auto renewed Membership Agreement.

If this Membership Agreement auto renews then the Onward Card Terms and Conditions that are in place at the time of the auto renewal will apply to the renewed agreement. These terms and conditions will be available on the Clubs website. Payment of the auto renewal will be taken within 21 days of 1 June for that forthcoming season.

The Club reserves the right to amend these Terms and Conditions, including any subsequent terms and conditions, and where the Club does so, the Club will notify you should such changes materially affect the rights of any Membership Card holder and the date they take effect.

The Club is unable to give any guarantees that any Match will take place at a particular time or on a particular date. The Club shall use reasonable endeavours to publicise any change to the time and/or date of any Match. In the event of the postponement, rescheduling or abandonment of a Match, Ticket holders should refer to the Customer Charter for further information.

In certain circumstances, the Club has the right to undertake the following: (i) to eject any individual from the Ground or refuse any individual entry to the Ground (ii) suspend or ban an individual from purchasing Tickets (iii) terminate the Ticket purchase (iv) inform the police or other relevant authorities.

The circumstances include, but are not limited to, (a) breach (or suspected) breach of these Terms and Conditions (b) there is in place a prohibition/ban on an individual from entering the Ground or any other sporting venue (c) instances of abusive, dangerous, or other unacceptable behaviour (d) resale or attempted resale of Tickets other than in accordance with these Terms and Conditions. Please read the Customer Charter for full details.

The Club will not be obliged to make any refund of the Ticket price to any individual in respect of any ejection from or refusal of entry to the Ground or in respect of any Ticket which is suspended or withdrawn in accordance with the provisions of these Terms and Conditions and/or the Customer Charter.

Personal data provided by Purchasers of Tickets to the Club shall be collected, stored and used by the Club in accordance with the Club's Privacy Policy which is available on its website at [www.fleetwoodtownfc.com](http://www.fleetwoodtownfc.com).

## **DEFINITIONS**

**Concession:** Supporters aged 65 years or over on or before 31st day of August 2020, Students, under 18's on or before 31st day of August 2020 and under 16's (5-15) on or before 31st day of August 2020 on presentation of proof of age at time of purchase; NOTE any under 12's or under 5's have to be accompanied by a full paying adult.

**Customer Charter:** The charter has been published by the Club on [www.fleetwoodtownfc.com](http://www.fleetwoodtownfc.com).

**Guest:** A relative, friend, colleague and/or companion to the disabled supporter who would be entitled to purchase a Ticket under the Terms & Conditions of Entry.

**Ground:** Highbury Stadium and all locations owned, occupied or utilised by the Club.

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

**Initial Term:** Means the term of the Membership Agreement or any subsequent auto renewal.

**League:** The League that governs the competition the Club is presently playing in.

**Match(es):** League football match which the Club participates and that takes place at the Ground during the season 2021/22 as designated to which these Terms and Conditions apply.

**Material:** Any audio, visual or audio-visual material or any information or data.

**Membership Agreement:** Means the Onward Card agreement between you and the Club governing your membership as one of our approved customers and comprising the terms of this agreement.

**Membership Card:** Means the Membership Card issued to Onward Card holder who is a season ticket holder, under their Membership Agreement, which card acts as a ticket to all League home Matches at the Ground.

**Payment Terms:** Means the payment method, as stated in clause 2.5

**Renewal Term:** Means the term of the auto renewal for the season following the Initial Term or any subsequent auto renewal.

**Terms and Conditions:** These terms and conditions and the Customer Charter.

**Terms and Conditions of Entry:** Each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League, and The Football League, the Ground Regulations, and the Terms and Conditions.

**The Club:** Fleetwood Wanderers Limited t/a Fleetwood Town Football Club

**Ticket(s):** A Home Match Ticket (and a Away Match Ticket, where the context applies):

## **1. Interpretation and Application**

**1.1** The Club sells and issues the Membership Card for Matches at the Ground and other periodic benefits on these Terms and Conditions only. By applying for, purchasing or accepting the issue of a Membership Card or entering the Ground, any Membership Card holder shall be deemed to have accepted the Membership Agreement and its Terms and Conditions. Any Guest(s) shall be subject to the Terms and Conditions as if he/she were the Membership Card holder.

**1.2** The Membership Card holder is subject to the Terms and Conditions of Entry. The Ground Regulations are available for inspection at the Club.

**1.3** If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and/or the Ground Regulations, the relevant provision in these Terms and Conditions shall take precedence.

## **2. Purchasing and Use of Membership Cards**

**2.1** Membership Cards are for the use of supporters of the Club only; by applying for a Membership Card and/or using the same you warrant that you are a supporter of the Club. The Membership Card admits the Membership Card holder named thereon for entry for home League Matches only played by the Club at the Ground and is not refundable or transferable (and no rights arising out of or in connection with it are transferable or refundable) to any other person.

**2.2** The Membership Card also entitles the purchaser of the same to offers and benefits, from time to time, as set out on the website of the Club. Please note that these are subject to availability and can be withdrawn at any time at the Clubs sole discretion.

**2.3** Entry to all home cup ties and play offs are excluded. Where possible and at the discretion of the Club, there will be a Membership Card holder presale prior to public sales for any non-League home Matches, and in accordance with the requirements of the Police and Licensing Authorities. If the Club deem that the area of the Ground that your seat/standing area is located in is open, for this match, then your seat/standing area will be reserved for a designated period of time to allow you to purchase a ticket for that seat/standing area at that designated match. Details of sale dates will be published on Match days and on the Club website [www.fleetwoodtownfc.com](http://www.fleetwoodtownfc.com).

**2.4** For certain non-League home matches, at the Clubs sole discretion:

i) the Club reserves the right to make all or any seating and/or standing area inside the ground unreserved and Membership Card holders may not be able to purchase their own seat/standing area; and

ii) In order to comply with competition and health and safety regulations it may not be possible for the Club to offer all Membership Card holders the opportunity of purchasing their seat/standing area.

In these eventualities, the Club will endeavour to offer those Membership Card holders the nearest available seat/standing area (subject to availability).

**2.5** Membership Cards can be purchased via a 10-month payment plan. The payment plan is to be paid by a recurring card payment method. By accepting this agreement, you consent to Card Saver Ltd., as agent for the Club, performing and receiving monthly recurring payments using the card details input for the initial payment. You confirm that you have authorisation to make the payment and have legal capacity to accept these Payment Terms.

**2.6** This Membership Card shall take effect in respect of the 2021/22 season only but if it is auto renewed it will be effective for that season for which it is renewed. The Club reserves the right to withhold a Membership Card from any person as it sees fit at the Clubs sole discretion.

### **3. Admission to the Ground**

**3.1** The Membership Card permits the Membership Card holder to occupy at the Match the seat/standing area indicated on the Membership Card or such other alternative seat/standing area of equal value as the Club may, from time to time, allocate to the Membership Card holder at its reasonable discretion.

**3.2** All access to the Ground pursuant to the Membership Card shall be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).

**3.3** Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat/standing area indicated on the Membership Card in any subsequent Match or season.

**3.4** Save as set out in clause 3.5 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to a Match, any players or other persons present in the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the Premier League and/or the Club.

**3.5** Mobile telephones are permitted within the Ground PROVIDED THAT (a) they are used for personal and private use only; and (b) no Material that is captured by a mobile telephone or other mobile devices may be published or otherwise made available to any third parties including, without limitation, via social networking sites.

**3.6** The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 3.4 above, or pursuant to clause 3.5 above, or otherwise) is hereby assigned to the League and the Club, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the League and the Club absolutely and with full title guarantee.

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

**3.8** Without prejudice to the representation at paragraph 3.7 above, and in light of the Membership Card holders being grouped together in designated areas, any attempt to gain access to the Ground using a Membership Card wearing or carrying apparel (including without limitation, hats and/or scarves) that demonstrate support for the Visiting Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat/standing area will be offered.

**3.9** On Match days, supporters are requested to be within the Ground no later than thirty (30) minutes prior to the Match kicking-off. This ensures that in the unlikely event of any problems, they will be dealt with before the Match commences.

**3.10** The Club reserves the right to refuse entry to the Ground where the Membership Card holder has an outstanding debt to the Club.

#### **4. Use of Membership Card**

**4.1** Membership Cards are issued for the Membership Card holder's sole use, and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Membership Card or benefit of the same to any other person without the prior written consent of the Club. If the Membership Card is resold or transferred without the prior written consent of the Club, it will become void and the Membership Card holder, or the individual trying to use the Membership Card, will be refused entry to or ejected from the Ground for that Match and/or any subsequent Matches. A transfer of the Membership Card may be authorised by the Club at the Clubs absolute discretion and providing that such sale or transfer is in respect of an individual Match and in consideration of no payment or benefit in excess of the face value of a Membership Card. Such resell or transfer will be subject to these Terms and Conditions.

**4.2** If you change your address during the Term of the Membership Agreement you must notify the Club as soon as reasonably practicable.

**4.3** You shall not use the Membership Card for any commercial purpose.

**4.4** The reference to selling the Membership Card at 4.1 above includes: (a) offering to sell a Membership Card (including, without limitation, via any website or online auction site); (b) exposing a Membership Card for sale; (c) making a Membership Card available for sale by another person; (d) advertising that a Membership Card is available for purchase, which for the avoidance of doubt (and by way of example only) means that this Membership Card may not be offered as a prize in any

promotion or competition; (e) transferring, lending or selling a Membership Card to any third party as part of a hospitality or travel package; and (f) giving (or offering to give) a Membership Card to a third party who pays or agrees to pay for some other goods or services (or offers to do so); all save as expressly authorised by the League or the Club.

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

**4.6** The Membership Card will remain the property of the Club at all times and as such must be produced together with evidence of your identity if requested by any official, steward or employee of the Club or any police officer. The Club reserves the right to require the immediate return of the Membership Card at any time.

**4.7** Any Membership Card obtained or used in breach of the Terms and Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Membership Card shall be nullified. Any person seeking to use a Membership Card in breach of the Terms and Conditions of Entry in order to gain entry to the Ground or remain at a Match may be considered to be a trespasser and may be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her Membership Card cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this paragraph 4.7, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of a Membership Card.

**4.8** The Club reserves the right to refuse to sell a Membership Card to any persons it considers unsuitable, under these Terms and Conditions.

## **5. Concession Membership Cards**

**5.1** Concession applications must be accompanied by a photocopy of a passport or birth certificate.

**5.2** Any supporter entering the Ground on an ineligible concessionary Membership Card will have the Membership Card withdrawn and no refund will be given towards Matches remaining in the season. The Club reserve the right in such cases to pursue a criminal prosecution.

**5.3** Evidence of level of disability must be provided at the Club's Ticket Office annually, failure to present this will result in the Membership Card becoming inactive.

**5.4** In accordance with the Ground Regulations, a child under the age of two (2) years old will not be allowed admittance to the Ground. A child between the age of two (2) and five (5) years old will be allowed admittance if that child can sit unaided in a seat or stand unaided safely without assistance, in the opinion of the senior safety steward, having first had the approval of the Matchday Safety Officer.

## **6. Changes to dates, refunds and exchanges**

**6.1** All Matches are organised and played in accordance with football regulations. No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. The Club shall however make reasonable endeavours to publicise any fixture changes as far in advance as possible (including via the Club website) and the Club recommends that Membership Card holders visit the Club website on a regular basis in order to check the latest dates and times of Matches.

**6.2** Once a Membership Card has been purchased the Membership Card holder shall not be entitled to cancel their Membership Card (save where expressly set out in these Terms and Conditions), except at the sole discretion of the Club and as otherwise permitted by law, and no refunds shall be given by the Club for any Matches unattended or to be attended in the relevant season. In particular, the following should be noted:

a. The dates and times of all of the Club's Matches to be held at the Ground during the season are subject to alteration on a regular basis and the Club shall have no liability whatsoever to Membership Card holders in respect of any such alterations. The Club shall however make reasonable endeavours to publicise any fixture changes as far in advance as possible (including via the Club website) and the Club recommends that Membership Card holders visit the Club website on a regular basis in order to check the latest dates and times of Matches.

b. Matches can be abandoned or postponed (for example, due to weather conditions or unforeseen events) and the Club shall have no liability whatsoever to a Membership Card holder if the Match is abandoned or postponed. Membership Card holders shall however be entitled to attend any re-arranged Match.

c. In the extremely unlikely event that a League Match is cancelled and not subsequently re-arranged, the Membership Card holder will be entitled to a refund pro rata for that Match.

d. In the event that a League match is abandoned after spectators have been admitted to the Ground but before kick-off, Membership Card holders will be entitled to entry free of charge to the rearranged Match.

e. If any League Match must be held behind closed doors with no spectators allowed, the Membership Card holder will be offered the Clubs iFollow live stream free of charge for all the Clubs home League Matches that are held behind closed doors as an alternative to a refund, pro rata, for the games played behind closed doors. If the Membership Card holder requires a refund, they should inform the Club in writing within 7 days of the date of the offer from the Club to provide the iFollow live stream stating that they do not wish to accept the offer of the iFollow live stream and require a pro rata refund. The appropriate refund will be made within 28 days thereafter.

f. If any Matches must be played in front of a reduced capacity crowd and such capacity is less than the number of Membership Card holders then the Club will operate a fair ballot system to ensure Membership Card holders could attend an equal number of Matches. If a Membership Card holder is not successful in the ballot, then the provision at 6.2e above applies. Please note that if a seat is offered to a Membership Card holder that seat is at the Clubs sole discretion and may not be the usual seat the Membership Card holder occupies.

g. If the League Match is abandoned after kick off the Membership Card holder will be entitled to entry free of charge to the rearranged match.

h. Where a Match is postponed or abandoned before or after kick-off, the Club will have no liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs to the Membership Card holder.

**6.3** In respect of home Matches, a number of different Matches may be required to be rescheduled to accommodate live television broadcasts. No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. A Membership Card holder will be entitled to attend the re-arranged Match. The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel costs.

## **7. Lost or stolen Membership Cards**

**7.1** The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Membership Card. Membership Card holders must produce their Membership Card in order to gain admission to the Ground for all League home Matches and Tickets for all other Matches.

**7.2** In the event that you forget your Membership Card in respect of any individual Match the Club shall not be obliged to admit you or issue any other form of ticket for that Match. If, at the Club's discretion, a match-day duplicate ticket/Membership Card is issued to the Membership Card holder, a non-refundable administration charge of £5.00 will be payable by the Membership Card holder.

**7.3** If, in the Club's opinion, a Membership Card is lost, stolen, damaged or destroyed, a replacement Membership Card shall be issued by the Club as soon as reasonably practicable, subject to a non-refundable replacement fee of £5.00. The original Membership Card will be automatically cancelled and will not permit access to the Ground from the date of cancellation.

**7.4** Should any Membership Card, when applied for, not arrive in the post after purchase, the Membership Card holder will be required to sign a form stipulated by the Club confirming this and undertake to immediately return the original Membership Card to the Club should it come into the holder's possession at any time before or after a duplicate Membership Card has been issued. The original Membership Card will become null and void. There will be no charge for the issue of a duplicate Membership Card in this instance.

## **8. Cancellation & Withdrawal of Membership Card**

**8.1** Further and without prejudice to any other rights or remedies it may have, the Club shall have the right in the case of any serious breach or persistent breach of the Terms and Conditions of Entry by the Membership Card holder to cancel and withdraw in its entirety the Membership Card. In the event of such cancellation, no refund will be paid in respect of the unexpired portion of the Membership Card. Any outstanding payments in accordance with the Membership Charges will be invoiced and become immediately payable.

**8.2** Without prejudice to the general nature of the above the following actions by the Membership Card holder shall constitute a serious breach of the Terms and Conditions of Entry and/or rules and regulations and/or Ground Regulations entitling the Club to take such action in respect of the Membership Card holder:

- a. Smoking or use of e-cigarettes within the Ground.
- b. Persistent standing in seated areas whilst the Match is in progress.
- c. Sale of or transfer of the Membership Card or any right arising out of or in connection with it to any person.



- d. Fighting or engaging in and/or inciting violence.
- e. Intoxication by alcohol or drugs or being in possession of any illegal substance at the Ground.
- f. Being in possession of any banner or flag at any time, in whole or in part, which is, or may reasonably be considered to be, offensive, immoral, foul, obscene, abusive or indecent.
- g. Any misrepresentation in relation to in paragraph 2.1.
- h. Breach of any membership referred to in paragraph 8.5 below.
- i. The deliberate misuse of a Membership Card.
- j. The supply of any misleading or incorrect information in any application for an Onward Card.
- k. The throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse.
- l. Bringing into the Ground (or using within the Ground): illegal drugs, other illegal substances, fireworks, firecrackers, smoke canisters, air horns, flares, laser devices, bottles, glass vessels, or any item that might be used as a weapon or compromise public safety.
- m. Entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse.
- n. Sale or transfer of a Membership Card other than as permitted by these Terms and Conditions.
- o. Whether at the Ground or travelling to or from a Match (1) the use of foul, obscene, abusive, and/or racist language and/or gestures; (2) the chanting of anything of an indecent or racist nature; and (3) fighting on engaging in and/or inciting violence.
- p. Any breach of the Ground Regulations.
- q. Any similar act or omission, as set out above, at an Away Match; and
- r. Any failure to pay or default of payment in respect of any sums owing to the Club in respect of a Ticket or Membership Card.

**8.3** The Club may conduct security searches where it has reason to believe that any of the breaches set down in paragraph 8.2 has either occurred or may occur.

**8.4** If a Membership Card holder is under the age of sixteen (16) years old, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the Terms and Conditions of Entry.

**8.5** Any Membership Card holder who is a member of or holds any membership in respect or participates in any programme, scheme, or other relationship with the Club ("Membership"), which may be currently in place or may be in place in the future, shall fulfil the terms of such Membership in their entirety and any failure to do so shall be deemed a breach of these Terms and Conditions.

**8.6** In the event that any Membership Card is withdrawn or cancelled by the Club, the Club reserves the right to exclude the Membership Card holder from any Membership (as defined in paragraph 8.5) scheme maintained or organised by the Club and/or to disqualify the said Membership Card holder from applying for any Ticket or Membership Card of any nature in the 2021/22 season and/or in any subsequent season at the Club's discretion. The names and identifying details and/or photographs of any such Membership Card holder (including but not limited to any material being

personal data as defined under the relevant data protection legislation) may be passed to the police and/or such other appropriate authority as the Club sees fit.

**8.7** In the event that any Membership Agreement is cancelled by the Membership Card holder, the following conditions apply:

- a. At least 30 days' notice must be provided to the Club at any time.
- b. You will remain liable to pay all Membership Charges up to the end of the Initial Term or relevant Renewal Term but there will be no cancellation fees payable to the Club.
- c. Your termination will be acknowledged by the Club in writing and/or via email and any final invoices will be issued and payable immediately when the cancellation is confirmed.

**8.8** Any deliberate misuse of a Membership Card, including any attempt of any nature which, in the Club's reasonable opinion, constitutes an attempt to defraud the Club, will result in the Membership Card Holder being ejected from the Ground in respect of the Match at which the same occurs and the entire cancellation and withdrawal of the Membership Card. Where the Membership Card holder has a Membership Card, no refund will be payable to the Membership Card holder in respect of any unexpired portion of the same. The Club further reserves its right to take legal action against any appropriate persons as it sees fit in connection with such matters.

## **9. Filming, Photography, and taping**

**9.1** All Membership Card holders who enter the Ground acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in television coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club, the Premier League, the League or others (including commercial partners and accredited media organisations), and use of a Membership Card to enter the Ground constitutes consent to such use. You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of Terms and Conditions or the Terms and Conditions of Entry.

**9.2** If such person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying them into the Ground shall be deemed to have provided consent on their behalf.

## **10. Exclusion of Liability**

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

**10.2** The Club shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (a) the position of the seat/standing area and/or (b) the actions of other spectators.

## **11. General**

**11.1** The Club reserves the right in its absolute discretion to change these Terms and Conditions from time to time. In this eventuality, the Club shall notify you should such changes materially affect the rights of any Membership Card Holder.

**11.2** The Membership Card holder agree to comply with applicable laws/regulations, government guidance and any relevant Club directions, for example a bespoke Covid-19 Spectator Code of Conduct, in connection with their attendance at Matches.

**11.3** The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect.

**11.4** You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's then current privacy policy available at [www.fleetwoodtownfc.com](http://www.fleetwoodtownfc.com).

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

**11.6** Notwithstanding any other provision in these Terms and Conditions and with the exception of FIFA, UEFA, The FA, Premier League and the Football League, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Terms and Conditions. Nothing in these Terms of Conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

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

**May 2021**