

## **SEASON TICKET TERMS AND CONDITIONS**

### **1. Issue of a Season Ticket**

1.1 The issue of a Season Ticket and subsequent access to The Hive Stadium is subject to these Terms and Conditions (as may be amended from time to time), the Ground Regulations (as may be amended from time to time) and any medical prevention measures (as may be issued and/or amended from time to time).

1.2 Purchase of and / or use of the Season Ticket on any occasion shall constitute acceptance of these Terms and Conditions, the Ground Regulations, and any medical prevention measures.

1.3 The Season Ticket remains the property of Barnet Football Club Limited (the Club) at all times. The Club may cancel the Season Ticket with valid reason in whole or in part at any time without notice.

1.4 All rights conferred by the Season Ticket are personal to the ticket holder and may not be transferred, assigned or otherwise conferred to any third party (either permanently or temporarily) unless with prior express written agreement of the Club. Any breach or suspected breach of this clause may result in the withdrawal and termination of the Season Ticket by the Club.

1.5 In the event that the Season Ticket is lost or stolen you must inform the Club immediately. In the event of such, you understand that you may be required to pay a replacement fee.

1.6 On purchasing a Season Ticket you will be required to provide your full name, address, DOB, email, phone number and such other details as deemed reasonable and necessary by the Club for the purpose of joining the membership scheme. You agree to provide this information and to ensure that you notify the Club in a timely manner and in writing (to [tellus@thehivelondon.com](mailto:tellus@thehivelondon.com)) of any change in such. Failure to provide this information may result in the ticket being cancelled.

1.7 The Club's privacy and data protection policies shall apply to all personal information processed and/or stored under these Terms and Conditions.

### **2. Term**

Subject to these Terms and Conditions, a Season Ticket is active for a minimum commitment of 12 months from the date of activation. Unless terminated earlier in accordance with these Terms and Conditions, the rights conferred by a Season Ticket will terminate automatically at the end of the initial 12-month term (the **Term**).

### **3. Admission to the The Hive Stadium**

3.1 The Season Ticket shall be valid for any official first team League matches of the Club played at The Hive Stadium during the Term. The Season Ticket does not allow you access to any other Club match including, but not limited to, any FA Cup, League Cup, League Trophy or friendly match, unless where expressly included by prior written notice from the Club.

3.2 All persons (including children) must have a valid card, ticket, or e-ticket when entering The Hive Stadium.

3.3 The Season Ticket must be available for inspection and produced by you on demand from any Club official, steward or security staff.

3.4 Without prejudice to any other remedies it may have, the Club shall have the right to refuse admission, suspend or eject any Season Ticket holder from The Hive Stadium without liability, including where (by way of non-limiting examples): (a) the Club considers in its absolute discretion that such person's entry may cause danger or discomfort to themselves or to any other person in The Hive Stadium; or (b) the Club considers in its absolute discretion that such person has breached (or will breach) any of these Terms and Conditions, the Ground Regulations, any medical prevention measures, and/or any applicable law or regulation as may be applicable from time-to-time; or (c) such person is the subject of any ban, suspension decision, or order imposed by the Club, any football authority, or any other competent authority.

#### **4. Allocation of seats**

4.1 Notwithstanding the seat number on your Season Ticket, the Club reserves the right (at its sole discretion) to allocate any seat to you, anywhere in The Hive Stadium, for any match which your Season Ticket entitles you to attend.

4.2 The Season Ticket shall not entitle the Season Ticket holder to occupy or reserve the same or any other seat at The Hive Stadium for the Season or for any subsequent season.

4.3 You accept and acknowledge that seating allocation during the Season may be subject to social distancing or other medical prevention measures as determined by the Club from time to time, and that you may not be permitted to sit in the seat numbered on your Season Ticket, or by or near anyone who is not a member of your household.

4.4 You must remain in your allocated seat for the duration of the match and may not change places with any other person or occupy any other seat unless you are directed to do so by a Club steward or official.

4.5 Season Ticket holders may request to relocate to a different seat during the Term by submitting a written request to [tellus@thehivelondon.com](mailto:tellus@thehivelondon.com). Any approved relocation is subject to availability, the Club's sole discretion, and payment of an administrative fee of £5. The Club may refuse any relocation request without providing reasons.

#### **5. Use of concessionary priced and / or companion tickets**

5.1 Concessionary priced or companion Season Tickets may only be used by persons that qualify for such concessionary pricing or companion ticketing. Terms of qualification to be set and published by the Club from time-to-time.

5.2 Any person entering or seeking to enter The Hive Stadium with a concessionary priced or companion Season Ticket may be required to provide proof of age and / or disability (as relevant). The Club shall determine at its absolute discretion the acceptability of the documentation presented.

5.3 Any person entering or seeking to enter The Hive Stadium who is not reasonably deemed by the Club to have demonstrated their eligibility will be refused entry, and the Club reserves the right to seize and revoke the Season Ticket. The Club shall not be obliged to make any refund in respect of any matches to which entry is refused, or for any other matches.

5.4 The price payable for any Season Ticket (whether concessionary or otherwise) is determined by the Season Ticket holder's age and eligibility status as at the date of purchase. The price and payment schedule shall remain fixed for the entire Term regardless of any change in the Season Ticket holder's

age or eligibility status during that Term. For the avoidance of doubt, if a Season Ticket holder ceases to qualify for concessionary pricing during the Term due to a change in age or circumstances, they shall not be required to pay any additional sums and equally shall not be entitled to any refund or price adjustment if they become eligible for concessionary pricing during the Term.

## **6. Fees and payment methods**

6.1 A Season Ticket may be purchased by way of a single lump sum payment upfront (**Upfront Payment**), or by way of regular, interest free monthly payments at the published monthly rate commencing on the date of purchase until validly cancelled by the holder (**Monthly Payments**).

6.2 Any payment instruction for the purpose of the Monthly Payments is with the consent of the purchaser of the relevant Season Ticket, whether or not that person constitutes the Season Ticket holder.

6.3 Save for in relation to any completed Upfront Payment, the Club reserves the right to alter the fees due for Season Tickets at any time and at its sole discretion. In the event of any change(s) to the Monthly Payments, the Club shall endeavour to provide the Season Ticket holder with as much notice as practicably possible. The Season Ticket holder agrees to be responsible for timely notification to the relevant account holder (- if not the Season Ticket holder themselves).

## **7. Automatic renewal and cancellation**

7.1 Any Season Ticket purchased by way of Upfront Payment shall expire automatically at the end of the Term. The Club is under no obligation to notify the Season Ticket holder of such expiry.

7.2 The Monthly Payments will expire at the conclusion of the Term unless the Season Ticket holder has selected the automatic renewal option in which case the Season Ticket and its associated Monthly Payments will continue automatically unless and until cancelled in accordance with these Terms and Conditions.

7.3 The Monthly Payments may only be cancelled by the relevant account holder or Season Ticket holder giving at least one month's prior written notice to the Club by way of a receipted email to [tellus@thehivelondon.com](mailto:tellus@thehivelondon.com). Any cancellation request must include sufficient details for identification of the Season Ticket holder (for example, name, age and seat number). For the avoidance of doubt, any cancellation of Monthly Payments pursuant to clause 7.3 shall not relieve the relevant account holder or Season Ticket holder from their obligation to pay all Monthly Payments that fall due prior to the end of the initial 12-month Term. All Monthly Payments through to the end of the Term must be paid in full regardless of cancellation notice.

7.4 Any breach of clause 7.3 will result in the relevant account holder or Season Ticket holder being liable for the immediately subsequent Monthly Payment fee and may also result in liability for all subsequent Monthly Payment fees until correct notice under clause 7.3 is given, plus any late interest charges and arrears on the relevant Season Ticket holder's account.

7.5 The early cancellation of a Season Ticket by the holder or account holder will not give rise to a refund (in full or in part). In the event that such cancellation is as a result of any knowing or wilful breach of the Club, a credit or exchange at a reasonably determined equivalent value may be issued by the Club. This clause is subject always to clauses 7.3 and 7.4.

## **8. Changes, refunds & exchanges**

8.1 No guarantees are given by the Club that a match will take place at a particular time or on a particular date or that Season Ticket holders will be permitted to attend.

8.2 The Club reserves the right to abandon, postpone, cancel and/or reschedule any match without notice and without any liability whatsoever. Where deemed necessary by the Club and subject to clause 8.3, it may provide compensation through the issue of a streaming voucher; replacement or additional ticket; credit note, or other reasonable form of compensation (as selected by the Club). Under no circumstances shall the Club be liable to provide a cash refund (in whole or in part).

8.3 The provisions of this clause 8 represent the sole remedies available to you in the circumstances described. The Club will have no further, or other, liability whatsoever, including (but not limited to) any indirect or consequential loss or damage including (but not limited to) loss of enjoyment or travel or accommodation costs.

## **9. General**

9.1 The Club reserves the right to make changes to these Terms and Conditions at any time, and will notify you of the same by email or by display of such changes on the Club website.

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

9.3 The Clubs failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions, the documents referenced herein or by law shall not constitute a waiver of that right, power or remedy.

9.4 Notwithstanding any other provision in these Terms and Conditions and with the exception of the football authority and any other body with the appropriate jurisdiction, no other person other than the ticket holder 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 and 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.

9.5 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.