

# PLYMOUTH ARGYLE FOOTBALL CLUB LIMITED (The) (“the Club”)

## SEASON CARD TERMS AND CONDITIONS 2019-20 SEASON

The following Terms and Conditions apply to your use of a Season Card for the 2019-20 season. The Club reserves the right to amend these Terms and Conditions and where the Club does so, we will inform you of the changes that apply and the date they take effect. The use of the Season Card in any way constitutes acceptance by the holder of these Terms and Conditions. Failure to comply with the Terms and Conditions may result in the Club refusing admission or removing any person in breach of these Terms and Conditions.

In particular, we ask you to note the following:

- The date and kick-off time of each match is subject to change. The Club shall have no liability to you if a match is re-arranged, save that you shall be entitled to use your Season Card to attend the re-arranged match.
- A Season Card is personal to the holder, is not transferable and shall not be transferred or resold under any circumstances, save where expressly permitted by the Club in its absolute discretion.
- If you are unhappy with any aspect of the Season Card or match-day ticketing, please contact the Ticket Office who will endeavour to respond within two (2) working days.

### 1. Definitions

- 1.1 Age Bands:
  - Supporters on or before July 31, 2019 on presentation of proof of age at time of purchase are subject to the following age bands:
    - Under 8 (7 and under)
    - Under 12 (8-11)
    - Under 18 (12-17)
    - Under 23 (19 – 22)
    - Adult (23-64)
    - Senior (65+)
- 1.2 Personal Assistant: A relative, friend, colleague and/or companion to the disabled supporter who would be entitled to purchase a Season Card under the Terms and Conditions of Entry.
- 1.3 Ground: Home Park and all locations owned, occupied or utilised by the Club.
- 1.4 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.
- 1.5 Holder: The recipient of the Season Card.
- 1.6 Match: English Football League match in which the Club participates and that takes place at the Ground during season 2019-20 to which these Terms and Conditions apply.
- 1.7 Season Card: the Season Card issued to a Season-Ticket holder which act as a ticket to all English Football League home matches at the Ground.
- 1.8 Terms and Conditions: These terms and conditions.
- 1.9 Terms and Conditions of Entry: Each of the rules and regulations of FIFA, UEFA, the Football Association, the Premier League, and the English Football League, the Ground Regulations, and the Terms and Conditions.
- 1.10 The Club: Plymouth Argyle Football Club Limited.
- 1.11 The Ticket Office: The address for any ticket enquiries: Home Park Ticket Office, Plymouth Argyle Football Club Limited, Home Park, Plymouth, PL2 3DQ.
- 1.12 Visiting Club: The football club playing against the Club.

### 2. Interpretation and Application

- 2.1 The Club sells and issues tickets for matches at the Ground on the following Terms and Conditions only. By applying for, purchasing or accepting the issue of a Season Card or entering the Ground, any Holder shall be deemed to have accepted these Terms and Conditions. Any guest(s) or Personal Assistant shall be subject to the Terms and Conditions as if he/she were the official Holder.
- 2.2 The Season Card is subject to the Terms and Conditions of Entry. The Ground Regulations are available for inspection at the Club.
- 2.3 If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and any provision of the Ground Regulations, the relevant provision in these Terms and Conditions shall take precedence.

### 3. Purchasing and Use of Season Cards

- 3.1 Season Cards are for the use of supporters of the Club only; by applying for a Season Card using the same, you warrant that you are a supporter of the Club. The Season Card admits the Holder named thereon entry for all home English Football League first-team 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.
- 3.2 Entry to all home cup ties is excluded. Where possible, there will be a Season Card Holder pre-sale prior to public sales for any non-English Football League home matches, at the discretion of the Club, and in accordance with the requirements of the Police and Licensing Authorities. Details of sale dates will be published on match-days and on [www.pa.fc.co.uk](http://www.pa.fc.co.uk)
- 3.3 For certain non-English Football League home Matches:
  - i. the Club reserves the right to make all or any seating area inside the Ground unreserved and Season Card Holders may not be able to purchase their own seat; and
  - ii. in order to comply with competition and health and safety regulations it may not be possible for the Club to offer all Season Card Holders the opportunity of purchasing their seat. In these eventualities, the Club will endeavour to offer those Season Card Holders the nearest available seat (subject to availability).
- 3.4 Both male and female applicants for Season Cards shall have the right to apply for the advertised price relevant to the Age Band if they fall within that Age Band on or before July 31, 2019, only.
- 3.5 This Season Card shall take effect in respect of the 2019-20 season only. The Club reserves the right to withhold a Season Card from any person as it sees fit.
- 3.6 Any Season Card Holder wishing to upgrade their Season Card for a particular Match may do so at the discretion of the Ticket Office. Fees may apply.

### 4. Season Card seat transfers

- 4.1 To be eligible for a Season Card seat transfer, the Holder must renew his/her Season Card. All seat transfers are at the sole discretion of the Club and will be subject to a £5 administration fee per seat
- 4.2 The Club reserves the right to relocate the Holder of the Season Card to any other seat in the Ground at any time.

### 5. Online (Web) Tickets Sales

- 5.1 When you submit your order, you are offering to buy tickets at the price stated in accordance with these Terms and Conditions which, if accepted by the Club, will result in a binding contract.
- 5.2 It is your responsibility to ensure the information is correct before completing the order. Payment will be taken by clicking the 'confirm' button.
- 5.3 The Club will send a confirmation email on receipt of your order. This is an acknowledgement that the Club has received the order. The contract between the Club and the Season Card Holder will not be formed until we dispatch the tickets to the address as stated in your order.
- 5.4 Whilst the Club tries to ensure that pricing and ticketing information on our website is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the ticket you have ordered, the Club will inform you as soon as possible,

and give you the option of reconfirming your order at the correct price/specification or cancelling it. If the Club is unable to contact you, the Club will have to treat the order as cancelled. If the order is cancelled, the Club will provide a full refund.

### 6. Admission to the Ground

- 6.1 The Season Card permits the Holder to occupy, at the Match the seat indicated on the Season Card or such other alternative seat of equal value as the Club may, from time to time, allocate to the Holder at its reasonable discretion.
- 6.2 All access to the Ground pursuant to the Season 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).
- 6.3 Save as set out in paragraph 6.5 below and the Ground Regulations, you shall not bring into (or use within) the Ground any equipment that 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 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 of the material or data (and all copies thereof) in whatever form, to the English Football League and/or the Club and the copyright, database right and all other rights, title and interest in and to all material is hereby assigned to the English Football League, 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 English Football League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the English Football League absolutely and with full title guarantee.
- 6.4 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.
- 6.5 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.
- 6.6 Without prejudice to the representation at paragraph 6.5 above, and in light of the Season Card 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 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 will be offered.
- 6.7 Supporters with a Personal Assistant Season Card cannot enter the Ground without the disabled supporter their Season Card is paired with. If the disabled supporter is not attending, the Personal Assistant can pay an upgrade fee at the Ticket Office in order to gain access to the Ground.
- 6.8 On match-days, supporters are requested to be within the Ground no later than thirty (30) minutes prior to kick-off of the Match. This ensures that, in the unlikely event of any problems, they will be dealt with before the Match commences.

### 7. Use of Season Card

- 7.1 Season Cards are issued for the Holder's sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Season Card or benefit of the same to any other person without the prior written consent of the Club. If the ticket is resold or transferred without the prior written consent of the Club, it will become void and the Holder will be refused entry to or ejected from the Grounds for that Match or any subsequent Matches. A transfer may be authorised by the Club in the Club's 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 match ticket. Fees may apply. Such resell or transfer will be subject to these Terms and Conditions.
- 7.2 If you change your address during the season, you must notify the Club as soon as reasonably practicable by logging into their online account located at [www.argyletickets.com](http://www.argyletickets.com)
- 7.3 You shall not use the Season Card for any commercial purpose.
- 7.4 The reference to selling the Season Card includes: (a) offering to sell a Season Card (including, without limitation, via any website or online auction site); (b) exposing a Season Card for sale; (c) making a Season Card available for sale by another person; (d) advertising that a Season Card is available for purchase, which for the avoidance of doubt (and by way of example only) means that this Season Card may not be offered as a prize in any promotion or competition; (e) transferring, lending or selling a Season Card to any third party as part of a hospitality or travel package; and (f) giving (or offering to give) a Season 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 English Football League or the Club.
- 7.5 The unauthorised sale or disposal of a Season 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, the English Football League, other English Football League clubs and the relevant local authorities when it becomes aware that a Season Card has been sold illegally and will press for charges to be brought against those breaking this law. The information that we share may include your personal data, information about the offence and about ticket purchases (including payment details) to identify and prevent ticket touting offences and disorder at Matches.
- 7.6 The Season 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 Season Card at any time.
- 7.7 Any Season 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 Season Card shall be nullified. Any person seeking to use a Season 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 Season Card cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this paragraph 7.8, 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 Season Card.
- 7.8 The Club reserves the right to refuse to sell a Season Card to any persons it considers unsuitable, under these Terms and Conditions.

### 8. Age Bands – Season Cards

- 8.1 All concession Season Card applications must be accompanied by a photocopy of a passport or birth certificate. The following pricing structure for Age Bands will apply to the purchasing of Season Cards.
  - Under 8 available to persons under 8 years of age as at July 31, 2019
  - Under 12 available to persons under 12 years of age as at July 31, 2019
  - Under 18 available to persons under 18 years of age as at July 31, 2019
  - Under 23 available to persons under the age of 23 as at July 31, 2019
  - Adult available to persons between the ages of 23-64 as at July 31, 2019
  - Over 65 available to persons 65 and over as at July 31, 2019
  - Serving Armed Forces requires a valid and in-date ID card.

- 8.2 Any supporter entering the Ground on an ineligible Season Card will have the Season Card withdrawn and no refund will be given on Matches remaining in the season. The Club reserve the right, in such cases, to pursue a criminal prosecution.
- 8.3 Evidence of level of disability must be provided at the Ticket Office annually. Failure to present this will result in the Season Card becoming inactive. A full list of the documents accepted can be found at [www.pafc.co.uk/club/disability-policy](http://www.pafc.co.uk/club/disability-policy)
- 8.4 In accordance with the Ground Regulations, a child under the age of three (3) years old will be allowed admittance to the Ground free of charge, with the understanding that they will be sat on their parent/carer's lap. If the child requires a seat, this will need to be purchased from the Ticket Office in advance.

#### 9. English Football League Away Games

- 9.1 No guarantee of allocation can be given to Holders in respect of Matches played between other clubs.
- 9.2 The Club reserves the right to not offer refunds on away tickets if the Club's allocation is offered on a no-return basis.
- 9.3 If a Match is rescheduled, refunds can only be processed if written notice of the cancellation is received within 5 days of the rescheduled fixture date being published. In the event that Tickets have already been issued, they must also be returned within 5 days of the rescheduled date being published. Details of rescheduled matches will be published on the Club website at [www.pafc.co.uk](http://www.pafc.co.uk).
- 9.4 If standard postage option is selected, the Club will not be responsible for tickets lost in the post and no refunds will be given. A replacement Season Card can be ordered. Fees will apply.
- 9.5 Fixture dates are subject to change and not in the control of the Club. The Club will accept no responsibility for additional charges incurred, including, but not limited to, travel and accommodation costs.

#### 10. Changes to dates, refunds and exchanges

- 10.1 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 Holders visit the Club website on a regular basis in order to check the latest dates and times of Matches.
- 10.2 Once a Season Card is purchased, the Holder shall not be entitled to cancel their Season Card and (except where expressly set out in these terms and conditions) no refunds shall be given by the Club for any Matches unattended. 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 Ticket 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 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 Holder if the Match is abandoned or postponed. Holders shall however be entitled to attend any re-arranged version of such Match.
- 10.3 In respect of home Matches, a number of 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 a particular date. A 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. In the event of a postponement or abandonment of the Match (or if the Match has, for any reason, to be played out of view of the public), the Holder will only 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 equipment, loss of enjoyment or accommodation/ travel costs.
- 10.4 Season Card refunds will only be granted in extenuating circumstances, to be decided by the Club in its discretion. A Season Card Holder must make any requests for refunds in writing to the Ticket Office. No refund can be made in respect of matches not attended.
- 10.5 Refunds for Season Cards will be calculated on a pro rata basis and will incur a £20 cancellation fee.
- 10.6 Season Card Holders who have elected to purchase their Season Card by a payment plan scheme should note that failure to complete all payments will result in cancellation of the Season Card.
- 10.7 Under NO circumstances will refunds be given after the Match kicks-off or has finished.
- 10.8 No refunds will be given in respect of Matches switched to accommodate live television coverage.
- 10.9 Booking fees charged at the time of purchase will NOT be refunded.
- 10.10 Refunds will be made to the payment card account with which the tickets were purchased. Where tickets were paid by other means, refunds will be paid via cheque. No cash refunds will be made. Refunds will be made by the Club within 28 days of receipt of the refund application and relevant unused ticket.
- 10.11 The above terms also apply to tickets purchased online.

#### 11. Lost or stolen Season Cards

- 11.1 Season Card Holders must produce their Season Card in order to gain admission to the Ground for all English Football League home Matches.
- 11.2 In the event that you forget your Season 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 is issued to the Holder, a non-refundable administration charge of £2.00 will be payable by the Holder.
- 11.3 If, in the Club's opinion, a Season Card is entirely lost, stolen, damaged or destroyed, a replacement Season Card shall be issued by the Club as soon as reasonably practicable, subject to a non-refundable replacement fee of £5. The original Season Card will be automatically cancelled and will not permit access to the Ground from the date of cancellation.
- 11.4 Should any Season Card, when applied for, not arrive in the post after purchase, the Holder will be required to sign a form stipulated by the Club confirming this and undertaking to immediately return the original Season Card to the Club should it come into the Holder's possession at any time before or after a duplicate Season Card has been issued. The original Season Card will become null and void. There will be no charge for the issue of a duplicate Season Card in this instance

#### 12. Cancellation and Withdrawal of Season Card

- 12.1 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 Holder to cancel and withdraw in its entirety the Season Card. In the event of such cancellation, no refund will be paid in respect of the unexpired portion of the Season Card.
- 12.2 Without prejudice to the general nature of the above, the following actions by the 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 Holder:

- a) Smoking within the Ground;
- b) Persistent standing in seated areas whilst the Match is in progress;
- c) Sale of or transfer of the Season 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 3.1 and 4.1 above;
- h) The deliberate misuse of a Season Card;
- i) The supply of any misleading or incorrect information in any application;
- j) 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;
- k) 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;
- l) Entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- m) Sale or transfer of a Season Card other than as permitted by these Terms and Conditions;
- n) (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;
- o) Any breach of the Ground Regulations;
- p) Any similar act or omission concerning or at an Away Match; and
- q) Any failure to pay or default of payment in respect of any sums owing to the Club in respect of a Season Card.

- 12.3 The Club may conduct security searches where it has reason to believe that any of the breaches set down in paragraph 14.2 has either occurred or may occur.
- 12.4 If a Season 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
- 12.5 Any deliberate misuse of a Season 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 Holder being ejected from the Ground in respect of the Match at which the same occurs and no refund will be payable to the 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.

#### 13. Filming, Photography and taping

- 13.1 All Season 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 English Football League, or others (including commercial partners and accredited media organisations), and use of a Season Card to enter the Ground constitutes consent to such use.
- 13.2 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.

#### 14. Exclusion of Liability

- 14.1 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.
- 14.2 The Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (a) the position of the seat and/or (b) the actions of other spectators.

#### 15. General

- 15.1 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 Holder.
- 15.2 The Club is the Data Controller in relation to the personal information, which you supply. The Club stores, collects and uses the personal information which you give in accordance with its obligations under the Data Protection regulations (such include but are not limited to Data Protection Act 1998, General Data Protection Regulation, Privacy and Electronic Communications Regulations (as amended from time to time).) The personal information you give will be used by the Club for the purpose of collating and administering details in respect of your Season Card unless you provide us with express permission otherwise.
- 15.3 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.
- 15.4 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.
- 15.5 Notwithstanding any other provision in these Terms and Conditions and with the exception of FIFA, UEFA, the FA, PL and the EFL, 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 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.
- 15.6 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).