



**MANCHESTER CITY FC AWAY TICKET TERMS AND CONDITIONS 2019/20**

Please read this document carefully as the terms below apply to your use of a Ticket.

In particular, we ask you to note the following:

- The Club, Opposing Club and any organiser of any Away Match are unable to give any guarantees that any particular Match will take place at a particular time or on a particular date. The Club shall make 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, the relevant policy of the Opposing Club / organiser of the Away Match shall apply.
- Each Ticket is issued for the sole use of, and is personal to, the Ticket Holder. The limited circumstances in which a purchaser may allow another individual to use his/her Ticket is set out in clause 3.
- In certain circumstances, the Club has the right to do any of the following: (i) refuse an individual entry to the Home or Away Ground (ii) ban an individual for a period of time determined by the Club (iii) terminate the contract for the purchase of the Ticket and/or (iv) inform the police or other relevant authorities. The circumstances include: (a) breaches (or suspected breach of) any of the Away Ticket T&Cs; (b) a prohibition from entering the Ground or any other sporting venue; (c) instances of abusive, dangerous or other unacceptable behaviour; and/or (d) unauthorised Ticket resale. Please read clause 6 for more details.
- The Club will not be obliged to make any refund to any Purchaser in respect of any ejection from or refusal of entry to the Ground or in respect of any Ticket which is suspended or withdrawn in accordance with the provisions of these Away Ticket T&Cs.
- Personal data provided by Purchasers to the Club in the purchase of Tickets shall be collected, stored and used by the Club in accordance with the Club's Privacy Policy. Please read clause 9 for full details.

The terms and conditions overleaf contain the full terms and conditions including further details on each of the above points.

The following terms and conditions (the "Away Ticket T&Cs") apply to all purchases of Tickets (as defined below). Before purchasing a Ticket, please ensure that you have read these Away Ticket T&Cs carefully. By purchasing a Ticket, you acknowledge that you have read, understood, accepted and agree to be bound by and to comply with these Away Ticket T&Cs.

Defined terms used in these Away Ticket T&Cs shall have the meanings ascribed to them in clause 11 below.



1. Purchase and Issue

- 1.2. The Club may offer Tickets for sale to supporters of the Club. By applying to purchase one or a number of Tickets, you hereby warrant and represent that you are a supporter of the Club, and that the personal details you have provided are true and accurate. Tickets are sold subject to these Away T&Cs and:
  - a. additional sales criteria applicable to each Away Match which shall be published on the Website in advance of each Away Match;
  - b. the Away Ground Terms; and
  - c. any other terms and conditions communicated to the Purchaser prior to their purchase, (together, the “**Relevant T&Cs**”) and you hereby agree to comply with the same.
- 1.3. The Club acts as agent on behalf of the Opposing Club or relevant competition organiser when supplying Tickets. The Club shall not be liable to any Ticket Holder for failure to supply a Ticket if prevented from doing so by reason of the Opposing Club and/or the Away Ground Terms.
- 1.4. By applying to the Club to purchase one or a number of Tickets, you are making an offer to the Club. All Tickets are sold subject to availability. A contract for the supply of a Ticket and any associated benefits shall be created when the required payment has been received by the Club and the Club has issued the relevant Ticket. An email confirmation will be sent to the individual whose account was used to purchase the Ticket(s). Any individual purchasing a Ticket for a Ticket Holder other than themselves, shall be deemed to be acting with the authority of each such Ticket Holder, including the authority to agree to these Away Ticket T&Cs and the other Relevant T&Cs on such third party’s behalf.
- 1.5. The price payable for each Ticket shall be as set out on the Website or as otherwise notified by the Club from time to time. Booking fees may apply. Unless expressly stated otherwise, all prices are inclusive of VAT. The Club always tries to ensure that pricing and ticketing information provided by the Club is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to any Ticket which has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Purchaser will have the option of reconfirming the order at the correct price/product description or cancelling the order. If the Club is unable to contact the Purchaser having made reasonable attempts to do so, the Club will treat the order as cancelled. If the order is cancelled or treated as cancelled pursuant to this clause 1.4, the Club will provide a full refund to the Purchaser using the payment details provided (less any booking fees incurred). If valid payment details have not been provided, no further action will be taken by the Club.
- 1.6. Tickets will generally be posted to the Purchaser prior to the Away Match. However, if notified by the Club, the Purchaser/Ticket Holder may be required to collect their Tickets in person at a nominated collection point at the Away Ground in order to enable the Club / Opposing Club to verify identification or other details regarding the Purchaser’s order.
- 1.7. The Club shall not have any liability to any Purchaser or Ticket Holder for any non-delivery or late delivery of any Tickets, documents or other materials dispatched by the Club to the Purchaser and/or Ticket Holder resulting from the actions, omissions, malfunctions or interruptions of any postal services, the Opposing Club or organiser of the Away Match, or resulting from incomplete or inaccurate personal details or addresses provided to the Club. Should any such items purchased not arrive in the post by seven (7) days before the relevant Away Match, and the Club has not notified the Purchaser or Ticket Holder that the Tickets should be collected in person, the Purchaser should contact the Club immediately.
- 1.8. The Club shall be entitled to require that additional information and/or documentation be submitted to the Club at any time should the Club deem it necessary in order to verify the Purchaser’s and/or individual



Ticket Holder's identification and/or other information with regards the Purchaser's Ticket purchases. The Purchaser and individual Ticket Holder shall cooperate with the Club in connection with the same.

1.9. No Ticket Points shall be awarded in respect of Away Matches.

2. **Changes to Order, Changes to Match Dates and Refunds**

- 2.1. Once purchased, a Purchaser shall not be entitled to change their Ticket(s), save that a concessionary Ticket can be upgraded to a non-concessionary or different concessionary category Ticket, subject to availability and payment of the price difference between the original and upgraded Ticket. Such an upgrade can be arranged by contacting Supporter Services on +44 (0) 161 444 1894 no later than 24 hours before the Match kick-off time or in person at the ticket office at the Away Ground prior to the Match kick-off. Should such an upgrade be available, the Purchaser will be required to return the original Ticket (if it has already been issued) and collect the upgraded Ticket from the Opposing Club on the day of the Match, or as otherwise determined by the Club and / or Opposing Club.
- 2.2. Should the Purchaser wish to cancel one or more Ticket purchases, subject to clause 2.4, the Club will provide a Purchaser with a full refund in respect of a valid Ticket, provided that both (i) a written request to cancel the Ticket is made (using the Club contact details outlined in clause 7), and (ii) the relevant original Ticket (if already dispatched) is returned to and received by the Club, in each case by no later than seven (7) days before the date of the relevant Away Match.
- 2.3. The Club, Opposing Club and any organiser of any Away Match are unable to give any guarantees that any particular Away Match will take place at a particular time or on a particular date, and reserve the right to reschedule any Away Match without any liability whatsoever. Where reasonably practicable, the Club shall endeavour to publicise any fixture changes in advance via the Website. In the event of the postponement, reschedule or abandonment of an Away Match the relevant policy of the Opposing Club / organiser of the Away Match shall apply.
- 2.4. A refund pursuant to clause 2.2 (or 2.3 if the Opposing Club / organiser's policies provide for a refund) will only be issued on production of (i) the original Ticket within the specified timeframe and (ii) satisfactory identification that the individual requesting the refund is the Purchaser. The final decision shall at all times belong to the ticket office manager.

3. **Use of a Ticket; Transfer of Tickets and Cessation of Rights**

- 3.1. Save as permitted in clause 3.2, each Ticket is issued for the sole use of, and is personal to, the Ticket Holder. The Purchaser and any Ticket Holder shall not sell, assign or transfer their Tickets to any other person without the prior written consent of the Club. The reference to selling a Ticket includes (i) offering to sell a Ticket (including, without limitation, via any online auction website), (ii) exposing a Ticket for sale, (iii) making a Ticket available for sale by another and/or (iv) advertising that a Ticket is available for purchase. For the avoidance of doubt (and by way of example only) a Ticket may not be: offered as a prize in any promotion, prize draw or competition; transferred, lent or sold to any third party as part of a hospitality or travel package; given to a third party who agrees to buy some other goods or services; or used for any other commercial purpose (all save as expressly authorised by the Premier League, Football Association, Football League, FIFA, UEFA or the Club as applicable).
- 3.2. A Purchaser may:
- purchase a Ticket on behalf of another individual (and such individual is identified at the Ticket Holder at the point of purchase of the Ticket), provided the Purchaser purchases and retains a Ticket for his own personal use; and/or
  - allow a Guest to use a Ticket for the purpose of allowing that Guest to attend such Match where the Ticket Holder is unable to attend, in each case, subject to the following conditions:



Away Ticket Terms & Conditions 2019/20

- (i) such transfer must not be made in the course of business, for any commercial purpose, for the purpose of facilitating any third party's business, or for the purpose of increasing the Purchaser's collection of Ticket Points;
- (ii) the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket;
- (iii) such purchase/transfer must not breach clause 1.1 above; and
- (iv) the Ticket Holder / Guest (as applicable) shall adhere to and be bound by these Away Ticket T&Cs and the Conditions of Entry which (save for any rights to transfer under this clause 3 or any rights to a refund under clause 2) apply to and bind each Ticket Holder / Guest (as applicable) as if he/she were the original purchaser and intended user of that Ticket (and any obligations / restrictions in these Away Ticket T&Cs which are stated as applying to the Ticket Holder shall be construed as applying equally to any Guest). It is the responsibility of the Purchaser to inform the Ticket Holders and any Guests of these requirements.

3.3. The unauthorised sale or disposal of a Ticket (as described in clause 3.1) 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. If an individual is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that an individual has committed (or is attempting to commit) a ticket touting offence anywhere in the world, then:

- a. the Club may notify the Police, the FA, FIFA and the Premier League who in turn may notify other clubs and/or the relevant law enforcement authorities. The information that we share may include your personal 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;
- b. the Club may make any such enquiries as the Club considers necessary;
- c. such conduct shall be deemed to be a serious breach of these Away Ticket T&Cs by the Purchaser / Ticket Holder, and, for the avoidance of doubt, the terms of clause 6 shall apply.

3.4. If a Purchaser / Guest suspects that ticket touting is taking place in or around the Away Ground, the Club requests that they promptly report their suspicions to the Club or the Opposing Club and the police.

3.5. All Tickets will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Away T&Cs at any time. Tickets must be produced along with evidence of identity / age / address if required at any time by any official, steward or employee of the Club, any police officer or the Opposing Club and / or organiser of the Away Match. If the Purchaser fails to return a Ticket when required, it shall be deemed to be in breach of these Away T&Cs and, for the avoidance of doubt, the provisions of clause 6 will apply.

**4. Access to the Ground**

4.1. In order to gain admission to the Away Ground, a valid Ticket must be presented.

4.2. Entry into the Away Ground is subject always to the Conditions of Entry and Relevant T&Cs. By purchasing and/or using a Ticket you: (i) certify that you have read, understood and accepted the Conditions of Entry and Relevant T&Cs; (ii) agree to be bound by and to comply with the Conditions of Entry and Relevant T&Cs; and (iii) agree to bring to the attention of others, as required above, the Conditions of Entry and Relevant T&Cs.

4.3. The Club is not responsible for any issues relating to access and safety at any Away Ground.

4.4. A Ticket permits the holder to occupy the seat indicated on the Ticket at the relevant Away Match, or such other alternative seat as may, from time to time, be allocated under the relocation policy of the issuer of the Ticket. Nothing in these Away Ticket T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Ticket at any subsequent Away Match.



- 4.5. **Disabled Supporters.** In the event that the Purchaser requires a seat in a disabled access area and / or the use of a Personal Assistant, the relevant policy of the Opposing Club / organiser of the Away Match shall apply. Should the Purchaser require such arrangements, he/she should contact the Club.
- 4.6. Ticket Holders agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club into disrepute. Without prejudice to the generality of the foregoing, the Club does not tolerate abusive, offensive, homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other) and any such conduct shall be considered a serious breach of these Away Ticket T&Cs. Any Ticket 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 Away Ground may face arrest and prosecution by the police.
5. **Lost, stolen and damaged Tickets**
- 5.1. Neither the Club nor the organiser of the Away Match and / or the Opposing Club shall be responsible for, and shall not be obligated to admit entry to a Ticket Holder in respect of, any Tickets which are lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Tickets may be provided to the Purchaser at the Club's absolute discretion, and may be subject to a reasonable non-refundable administration fee to be paid by the Purchaser / Ticket Holder and/or evidence of identity being presented prior to the issue of each duplicate Tickets. Whether Tickets are damaged, defaced or destroyed will be determined by the party who issued the Tickets acting reasonably in its sole discretion.
6. **Cancellation and Withdrawal of a Ticket / Ejection from or Refusal of Entry to the Ground**
- 6.1. Without prejudice to any other rights or remedies that the Club may have, the Club reserves the right, at its absolute discretion, to:
- a. refuse a Ticket Holder / Guest from entering both the Home and / or Away Ground;
  - b. exclude (indefinitely or for a period of time determined by the Club) a Purchaser / Ticket Holder / Guest from using and/or applying to purchase any ticket in respect of, any future Home or Away Match (including, without limitation, use of any benefits associated with the Ticket), or any other Club membership, product or service;
  - c. terminate the contract for the purchase of the Ticket; and/or
  - d. provide the police and any other relevant authorities including FIFA, UEFA, the Football Association, the Premier League, the Football League and/or any other football clubs with any relevant information, in any of the following circumstances:
    - (i) the Purchaser and / or Ticket Holder (or any person in possession of the relevant Ticket) breaches any of the Away Ticket T&Cs, Relevant T&Cs or Conditions of Entry (or the Club has reasonable grounds to suspect such breach), and any such breach (or suspected breach) shall be deemed to be a breach (or suspected breach) of these Away Ticket T&Cs;
    - (ii) the Club reasonably suspects that entry into the Away Ground by the Ticket Holder (or any person in possession of the Ticket Holder's Ticket) will result in a breach of these Away Ticket T&Cs, Relevant T&Cs or Conditions of Entry or the terms and conditions of any other Club related scheme;
    - (iii) the Club reasonably suspects that a Ticket Holder's Ticket has been offered for re-sale or re-sold in contravention of these Away Ticket T&Cs;
    - (iv) the Purchaser / Ticket Holder is prohibited (by law or otherwise) from attending the Home Ground, the Away Ground or any other sporting venue anywhere in the world or is the subject of football related criminal or civil proceedings; or



(v) the Purchaser / Ticket Holder (or any person in possession of the relevant Ticket) engages in any abusive, dangerous or other unacceptable behaviour in or around the Home Ground, Away Ground or any other sporting venue anywhere in the world.

6.2. The Club will not be obliged to make any refund to any Purchaser in respect of any ejection from or refusal of entry to the Away Ground or in respect of any Ticket which is suspended or withdrawn in accordance with this clause 6.

6.3. Any person attempting to enter or having entered the Away Ground with a concessionary priced Ticket must meet the criteria applicable to such a concession Ticket. Failure to do so may result in (i) refusal of entry to, or ejection from, the Away Ground and the Ticket being withdrawn with no refund given and / or (ii) exclusion from using and / or applying to purchase a Ticket in respect of any future Home or Away Match (indefinitely or for a period of time).

## 7. **Change of Details**

7.1. Purchasers / Ticket Holders should promptly notify the Club of any change of details (including, without limitation, changes to payment details and / or addresses) by: (i) telephoning the Club on +44 (0) 161 444 1894; (ii) visiting the Club's ticket office in person; or (iii) writing to the Club, for the attention of 'Supporter Services', quoting the relevant supporter number. Purchasers / Guests may be required to provide the Club with proof of identity and address to the Club's satisfaction when details are changed under this clause.

## 8. **Exclusion of Liability**

8.1. Subject to clause 8.3, the Club expressly excludes all liability resulting from:

- a. any failure or delay by the Club in carrying out any of its obligations under these Away Ticket T&Cs which is caused by circumstances outside of the Club's reasonable control;
- b. the alteration of the dates and times of Matches;
- c. the abandonment, rescheduled, postponement or cancellation of Matches;
- d. restrictions to the view of the Away Match caused by virtue of the actions of other spectators;
- e. any issues relating to access and safety at any Away Ground.

8.2. Subject to clause 8.3, the Club shall have no liability whatsoever to any Purchaser, Ticket Holder and/or Guest for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

8.3. For the avoidance of doubt, nothing in these Away Ticket T&Cs shall exclude or limit the Club's liability for:

- a. death or personal injury caused by the Club or the Club'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.

## 9. **Data Protection**

9.1. Each Purchaser, Ticket Holder and Guest acknowledges and agrees that the personal data provided by the Purchaser to the Club in the purchase of Tickets shall be collected, stored and used by the Club in accordance with the Data Protection Act 1998 (until 25 May 2018), the General Data Protection Regulation ((EU) 2016/679) (from 25 May 2018) and the Club's Privacy Policy (available on the Website at [www.mancity.com/Common/Privacy](http://www.mancity.com/Common/Privacy)).

## 10. **General**



- 10.1. These Away Ticket T&Cs (and all documents referred to herein) comprise the entire agreement between the Club and you in relation to the purchase of individual Tickets and all ancillary benefits.
- 10.2. The Club reserves the right to make amendments to these Away Ticket T&Cs from time to time, provided that the amendments shall not result in any Purchaser receiving any less than the same or substantially similar benefits to those that the Purchaser was entitled to receive prior to such amendments. Up to date versions of the Away Ticket T&Cs will be made available as soon as practicable on the Website, and hard copies will be available from the Club upon request.
- 10.3. In the event that any provision(s) of these Away Ticket T&Cs is / are declared void, ineffective or unenforceable by any competent court, the remainder of the Away Ticket T&Cs shall remain in effect as if such void, ineffective or unenforceable clause(s) had not been included.
- 10.4. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Away Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 10.5. Notwithstanding any other provision in these Away Ticket T&Cs and with the exception of any Football Authority, 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 Away Ticket T&Cs. Nothing in these Away Ticket T&Cs shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
- 10.6. These Away Ticket T&Cs and any dispute arising thereof (contractual or non-contractual) 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.

11. **Definitions and Interpretation**

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

- |                              |   |
|------------------------------|---|
| <b>"Away Ground"</b>         | the venue of the Opposing Club where the Away Match takes place;  |
| <b>"Away Ground Terms"</b>   | the Opposing Club and / or Away Ground's terms and conditions, ground regulations and the directives of the Opposing Club, governing body or competition organiser, as applicable;                  |
| <b>"Away Match"</b>          | any Premier League Match or Cup Match or friendly match played by the Team at an Away Ground;   |
| <b>"Club"</b>                | Manchester City Football Club Limited (company number: 00040946) whose registered office is at the Etihad Stadium, Etihad Campus, Manchester M11 3FF;   |
| <b>"Club Fans"</b>           | supporters of the Club;   |
| <b>"Club Section"</b>        | the section of the Away Ground which is designated for use by Club Fans from time to time at each Away Match;   |
| <b>"Conditions of Entry"</b> | the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the Football League, and the Ground Regulations;   |
| <b>"Cup Match"</b>           | any Match in any one of the following competitions in which the Team participates during the Season: the League Cup, the FA Cup and the UEFA Competitions (Europa League Cup and Champions League); |
| <b>"Disabled Supporter"</b>  | any supporter of the Club who has a physical or mental impairment that has a  |





	<p>‘substantial’ and ‘long-term’ negative effect on their ability to do normal daily activities;</p>
<b>“Home Ground”</b>	<p>the Etihad Stadium, Etihad Campus, Manchester M11 3FF (or such other ground to which the Club relocates on a temporary or permanent basis to the extent that the Etihad Stadium is unavailable for use by the Club);</p>
<b>“Ground Regulations”</b>	<p>the ground regulations issued by the Opposing Club or other organiser of the Away Match from time to time that set out the terms and conditions upon which spectators are granted entry to the Away Ground, a copy of which is available on request from the Opposing Club or otherwise on display at the Away Ground;</p>
<b>“Guest”</b>	<p>a natural person who is known to the Purchaser personally and is permitted to use a Ticket bought by a Purchaser in accordance with clause 3;</p>
<b>“Opposing Club”</b>	<p>the football club playing against the Club in the relevant Away Match;</p>
<b>“Personal Assistant”</b>	<p>an individual who is responsible for a Disabled Supporter’s care;</p>
<b>“Premier League Match”</b>	<p>any match played by the Team in the Barclays English Premier League during the Season;</p>
<b>“Purchaser”</b>	<p>a person purchasing any number of Tickets;</p>
<b>“Season”</b>	<p>1 June 2019 to 31 May 2020;</p>
<b>“Seasoncard”</b>	<p>the electronic card or other product such as a print at home or printed ticket in the exceptional circumstances where an electronic card cannot be reprinted (and any replacement thereof) issued to each Seasoncard Holder in respect of the Season which, amongst other things, admits the Seasoncard Holder into the Ground at Matches which form part of such Seasoncard Holder’s Seasoncard Benefits;</p>
<b>“Seasoncard Benefits”</b>	<p>in respect of each Seasoncard, the benefits to which a Seasoncard Holder of that Seasoncard is entitled, as set out in Part 2 of the Club’s Seasoncard 2019/20 Terms &amp; Conditions;</p>
<b>“Seasoncard Holder”</b>	<p>a registered holder of a Seasoncard;</p>
<b>“Team”</b>	<p>the Club’s men’s first team squad;</p>
<b>“Ticket”</b>	<p>the printed paper Ticket, electronic card, print at home ticket or any other method for entry stipulated by the Opposing Club from time to time entitling a person to attend the relevant Away Match taking place at the Away Ground during the Season;</p>
<b>“Ticket Holder”</b>	<p>a registered holder of a Ticket;</p>
<b>“Ticket Points”</b>	<p>ticket points awarded by the Club to Purchasers under the Club’s ticket point scheme in place from time to time; and</p>
<b>“Website”</b>	<p>the Club’s website found at the URL <a href="http://www.mancity.com">www.mancity.com</a>.</p>

Last Updated July 2019