

## Season Memberships – Terms & Conditions

### Introduction

This document (“these Conditions”) sets out the terms and conditions which will apply in the event that you enter into a Season Membership with Hull City Tigers Limited. Hull City Tigers Limited is the corporate name for Hull City Football Club and is a company registered in England and Wales under company number 04032392. Our registered office and main trading address is at the KCOM Stadium, West Park, Hull, HU3 6HU, United Kingdom and our VAT number is GB 918009824.

If you wish to contact us for any reason, including because you have any complaints or because any of your personal details have changed, you can contact us by writing to us at the above address, by telephoning our Membership Team on 01482 358381 or by e-mailing us at [memberships@hulltigers.com](mailto:memberships@hulltigers.com).

If we have to contact you or give you notice in writing, we will do so by e-mail, by hand or by pre-paid post to the address you provide to us in your application.

We do not store credit card details nor do we share customer details with any third party except as required by law.

You should print a copy of these Conditions and the Brochure, or save them to your computer, for future reference.

### 1. Definitions

In these Conditions the following expressions shall have the following meanings:

“the Applicant” the person named or identified as the applicant in the Application, who shall be an applicant for a Membership Agreement until their application is accepted by the Club sending the Application Confirmation.

“the Application” the application for a Membership Agreement in the form issued by the Club from time to time (whether online, in hard copy or by any other method and including any accompanying covering letter) and submitted to the Club by the Applicant (including where submitted by telephone).

“Application Confirmation” means the Club’s written confirmation that it has agreed to enter into a Membership Agreement with the Member on the basis of the Application (which the Club may send by post or by email);

“the Brochure” the Club’s Membership brochure in force from time to time, a copy of which can be accessed and downloaded online using the following URL:

“the Club” Hull City Tigers Limited or any person to which it may assign or transfer its interest in the Scheme and/or the Membership Agreement.

“Group” two or more Members whose Monthly Payment Fees are collectively paid by a Mandate Holder

“Guest” any person who a Member purchases a guest ticket for as part of the Rights (where applicable).

“the Insured Risks” those risks against which the Club insures from time to time.

“Joining Fee” means, where applicable according to the Brochure, the initial joining fee (inclusive of VAT) payable in respect of the Membership.

“Mandate Holder” A Member who holds a direct debit mandate for the payment of the Monthly Fee(s)

“the Matches” the Hull City matches which a Member is entitled to attend at the Stadium. For all Members this excludes any cup or friendly matches at the Stadium unless the relevant Member separately purchases a ticket to attend the relevant friendly match (each such ticket to be individually loaded onto the relevant Member’s/Additional Member’s Stadium Access Card).

“Member” an Applicant whose Application has been accepted by the Club.

“the Membership Agreement” the contract between the Club and the Member, incorporating the Application, the Brochure and these Conditions (as amended from time to time in accordance with these terms) concluded by the Club writing to the Member to confirm that the Club has accepted their Application.

“Membership Commencement Date” the date identified as the Membership Commencement Date in the Application Confirmation.

“Membership Termination Date” the date on which the Membership Agreement terminates in accordance with these Conditions.

“Monthly Fee” the monthly fee (inclusive of VAT) payable each month in respect of each Membership such fee to be calculated on the basis set out in the Brochure and stated in the Application Confirmation.

“Monthly Fee Payment Date” the first Working Day of each month.

“the Rights” the rights granted to the Member specified in condition 3.

“the Scheme” the Membership scheme by which the Club grants Members the Rights.

“the Seat(s)” means, if applicable, the seat or seats in the Stadium allocated to the Member for any Match on their Stadium Access Card. Members will, subject to conditions 7.2, 9.1(3) and 10.10 below and the Ticket Rules, be allocated the same seat for all Matches.

“SMC” Superstadium Management Company Limited (Company Number 4179402) whose registered office address is at the KCOM Stadium, West Park, Hull, HU3 6HU.

“the Stadium” The KCOM Stadium at The Circle, Walton Street, Anlaby Road, Hull, HU3 6HU.

“Stadium Access Card” means a card which allows the Member entry into the Stadium for all Matches included in the Rights or separately purchased by the Member. These will be delivered to the Member by first class post before the start of the 2017/2018 football season

“Term” the period commencing on the Membership Commencement Date and ending on the

Membership Termination Date.

“the Ticket Rules” the rules contained in section 13 of these Conditions, which rules may from time to time be varied, added to or reduced at the sole discretion of the Club.

“VAT” value added tax at the rate in force from time to time.

“Working Day” a day other than a Saturday, Sunday or public holiday in England.

The expression “person” shall mean any person, firm, company, corporation or other legal entity or public authority.

The singular includes the plural and vice versa and reference to one gender includes reference to the other gender.

Unless otherwise stated, any reference to an “away match” or “away venue” refers to any first team fixture involving the Club (in any competition) which is held at a venue other than the Stadium, including any neutral venue (such as Wembley Stadium). The Club’s opposition in any away match shall be the “hosting club”.

## **2. Basis of the Membership Agreement**

2.1 The Membership Agreement is deemed duly executed at such time as the Club issues an Application Confirmation to the Member.

2.2 The Membership Agreement will commence on the Membership Commencement Date and end on the Membership Termination Date.

2.3 Upon commencement of the Membership Agreement, each Member will become bound by legal obligations as to the use of any Seat(s), the conduct of the Member and to pay any applicable Joining Fee(s)

2.4 The Mandate Holder shall pay the Monthly Fee on each Monthly Payment Date during the Term for himself/herself and the other members of the Group if applicable.

2.5 If a person has any doubt about the meaning and effect of the Application or these Conditions that person should consult a solicitor or other legal adviser.

2.6 By submitting the Application a Member will authorise the Club to obtain and use information about that Member and any Guests which is “personal data” within the meaning of the Data Protection Act 1998 for the purposes of marketing Club products and administering the Scheme (including but not limited to delivering all or any of the information in the Application to any relevant hosting club or away venue or to any third party to whom the Club may assign, transfer or license the Club’s rights). Each Member agrees to ensure that the Club is only provided with personal data about any Guest where that Guest has given permission for their personal data to be provided to the Club.

2.7 The Club licenses the Member to use and occupy the Seat(s) designated in the Membership Agreement for the Term on the terms, and with the benefit of the rights, set out in the Membership Agreement.

2.8 Subject to condition 10.4 below, Stadium Access Cards, in addition to any paper tickets purchased under the Membership Agreement (such as away match tickets and Guest tickets), will (unless otherwise expressly notified to the Club by the Member) be delivered by pre-paid post to the postal address supplied by the Member in the Application. The Member is responsible for ensuring that this is a secure delivery address.

2.9 It is the Member's responsibility to ensure that the Club is promptly notified of any changes in personal details including, but not limited to, a change of address. For the avoidance of doubt the club accepts no liability for loss arising from the Member's failure under this clause.

### **3. Rights**

3.1 The Club grants to the Member for the Term, subject to the Member complying, and where the Member is under the age of 16 the responsible person named on the Application as being over 18 will procure that the Member complies, with the terms of the Membership Agreement and any other terms and conditions of the nature described in condition 3.2 below:

(1) the right for the Member, subject to condition 3.2 below, to receive the benefits listed in the Brochure (and any other benefits notified to the Member by the Club) ; and

(2) the right for the Member to attend the Stadium and to occupy the Seat(s) (to the exclusion of all others except the Club, SMC and any other person acting in the administration of the Stadium and except where otherwise stated in these Conditions) free of further admission charge during the relevant Match for the purpose of viewing the relevant Match.

3.2 Please note that additional terms and conditions apply to certain benefits listed in the Brochure and that the exact nature of the Rights available to any particular Member (other than in respect of match tickets paid for) may vary depending on factors such as attendance and loyalty. Further details will be notified by the Club from time to time.

### **4. Fees**

4.1 The Member agrees to pay the Club any applicable Joining Fee by way of a one-off payment.

4.2 The Mandate Holder agrees to pay the Club the Monthly Fee(s) each month in advance for the Term (whether or not any Seat(s) are used).

4.2.1 The first Monthly Fee payment will be due on the Membership Commencement Date. The Mandate Holder will be required to pay the first Monthly Fee payment as an up front payment (eg by credit or debit card) with each subsequent Monthly Fee being taken by Direct Debit on the Monthly Payment Date subject to 4.3 below.

4.2.2 In the event that the Membership Commencement Date is any day other than the first day of a calendar month, the amount of the first Monthly Fee payment will be reduced pro rata (by reference to the amount of the standard Monthly Fee) to reflect the number of weeks remaining in the relevant calendar month as at the Membership Commencement Date.

Example: if your Membership Commencement Date is 16 September, the Monthly Fee payable by you in respect of September will be an amount equal to half of the standard Monthly Fee, which you will be required to pay up front.

4.3 In the event that the Membership Commencement Date falls within 10 working Days of the next Monthly Fee Payment Date the Mandate Holder will be required to pay the second Monthly Fee(s) as an upfront payment at the same time as the pro rata payment for the first Monthly Fee(s) with each subsequent Monthly Fee(s) being taken by Direct Debit on the Monthly Fee Payment Date.

4.4 In the event of any failure to pay any applicable Joining Fee, any Monthly Fee(s) or any other sum due under the Membership Agreement on the relevant due date for payment the Club may charge an administration fee of £25.

## **5. These Conditions**

5.1 The Member agrees to comply with, and to ensure that any Guests comply with, the terms of the Membership Agreement (including, in particular, the Ticket Rules).

5.2 Without prejudice to conditions 3.2 above and 13.1 below, the Club may change the Monthly Fee, the Rights and/or any part of these Conditions at any time by giving to the Member not less than 90 days' prior written notice of any such change. Following such change, corresponding consequential changes will be made to any other relevant part of the Membership Agreement.

## **6. Termination by Members**

6.1 Mandate Holders may terminate their Membership Agreement with effect from the end of any full calendar month of their Membership Agreement at any time by giving the Club not less than two full calendar months' prior written notice.

Example: If your Membership Commencement Date is any day in July 2016 and you wish to terminate your Membership Agreement, the earliest date on which you can terminate your Membership Agreement will be 30 September 2016 PROVIDED THAT the Club receives your termination notice in writing before 1 August 2016. If the Club does not receive your termination notice in writing until a day in August 2016, your termination notice would not be effective until 31 October 2016.

6.2 In the event that a Mandate Holder terminates their Membership Agreement by serving notice under condition 6.1 above, with effect from the Membership Termination Date:

(1) all Memberships included in the Mandate Holder's Group will cease and each Member in the Group shall cease to have the benefit of the relevant Rights unless any Member in that Group sets up a new direct debit mandate for the payment of the Monthly Fees to begin on the day immediately following the Membership Termination Date;

(2) all benefits (including but not limited to any loyalty points) accrued by any Member under the Membership Agreement shall be permanently lost unless that Member enters into another membership agreement with the Club to begin on the day immediately following the Membership Termination Date (in which case the relevant Member will not be required to pay any joining fee);

(3) all matches which were loaded onto any Stadium Access Cards previously issued by the Club under the Membership Agreement will be deactivated by the Club and the Member shall no longer be able to access the Stadium for those matches using those Stadium Access Cards, save for any matches which they have separately purchased and paid for the right to attend (in which case the Member shall continue to be bound by the Ticket Rules for any such match).

6.3 Please note that, subject to condition 6.2(2) above, should any Member apply for any future memberships with the Club after the termination of their original Membership Agreement, they will (where such application is accepted by the Club) be required to pay any joining fee applicable to future memberships at such time as is required by the Club.

6.4 Any Member who is not also a Mandate Holder does not have any right to terminate the Membership Agreement or their Membership.

6.5 Please note that any Members who applies for their Membership Agreement online or by any other distance means (i.e. not in person at the Stadium) will not benefit from the cancellation rights set out in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This is because their Membership Agreement is an agreement for the purchase of services related to leisure activities to be provided over a specific period of performance (i.e. attendance at football matches).

## **7. Limit on Rights**

7.1 The Member acknowledges and agrees that the Membership Agreement does not confer any lease, tenancy, estate, interest or proprietary right in any Seat(s) or any other part of the Stadium, and that the Membership Agreement confers only the Rights which are personal rights in contract only and do not carry with them a right to enter the Stadium or to exclusive possession of any Seat(s).

7.2 The Member may be required to use another seat in the Stadium, in the event that the Seat(s) are unavailable for any reason beyond the Club's reasonable control.

## **8. Liability and Risk**

8.1 Subject to condition 8.3, entry to and use of the Stadium will be at all times at the risk of the Member and any Guest(s).

8.2 If the Club fails to comply with the terms of the Membership Agreement, the Club is responsible for any loss or damage suffered by the Member that is a foreseeable result of the Club's breach of the Membership Agreement or the Club's negligence, but the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Club's breach or if it was contemplated by the Member and the Club at the time the Membership Agreement was entered into.

8.3 The Club does not in any way exclude or limit its liability for:

- (1) death or personal injury caused by the negligence of the Club or any of its employees or agents;
- (2) fraud or fraudulent misrepresentation; or
- (3) any other matter in respect of which the Club's liability cannot be excluded or limited by law.

8.4 The use of the Stadium for public and private events is subject to compliance with the Safety of Sports Grounds Act 1975 and other statutory and regulatory obligations. If those obligations are not complied with the Stadium will not be available for use.

8.5 The Stadium may be rendered unfit, unsafe or unavailable for use, and access to and use of the Stadium may be delayed or prevented, in each case by:

- (1) interruption or failure of power supplies or equipment or failure by a third party to provide the necessary personnel or services to operate or access the Stadium;
- (2) adverse weather conditions;
- (3) strike, lock-out or other industrial action;
- (4) Act of God;
- (5) some other act or event outside the control of the Club;
- (6) damage to the playing surface; or
- (7) some failure on the part of the Club or its employees, by a breakdown in technology, by the death of or injury to a player or by destruction of all or part of the Stadium.

8.6 Where the Rights include the right for the Member to use any Seat(s) to attend any Match(es) at the Stadium, the Club's power to grant those Rights have been created by an agreement between the Club and SMC. SMC entered into an agreement with Kingston upon Hull City Council for leasing the Stadium and subsequently entered into individual agreements with the Club and Hull Super League Limited (together "the Clubs"). The extent and nature of the sporting events at the Stadium may change if SMC or either of the Clubs is in breach of its obligations under any of the aforementioned agreements and any such agreement may be disclaimed if SMC or either of the Clubs becomes insolvent.

8.7 In the provision of the facilities at the Stadium and the use of any Seat(s) by the Member the Club relies on third party contractors to maintain the Stadium and the Seat(s) and to provide personnel for the operation of the Stadium. If the conduct of those third party contractors is not satisfactory, the Club or SMC may wish to terminate those arrangements and replace the relevant service providers. In those circumstances Members may suffer a reduction in facilities or find that certain facilities are not available at certain times.

8.8 The payment of the Monthly Fee may be suspended for such time or such period as the Club notifies to the Member if an Insured Risk occurs and the Club has received payment from its insurers in respect of such Insured Risk.

8.9 The Member agrees to indemnify the Club against all claims arising out of the death, personal injury or damage to or loss of property due to the entry into or use of any Seat(s) or any other part of the Stadium by the Member to the extent that any such death, personal injury or damage or loss to property is due to, caused by or results from, the negligence, recklessness or wilful default of the Member.

8.10 Where Members are consumers, the Club is under a legal duty to supply products and services that are in conformity with the Membership Agreement. Consumers have legal rights in relation to products and services that are faulty or not as described. These legal rights are not affected by anything in these Conditions or the Brochure. Members can obtain advice about their legal rights from their local Citizens' Advice Bureau or Trading Standards office.

## **9. Termination and/or Suspension by the Club**

9.1 The Club may terminate the Membership Agreement immediately at any time by giving the Member written notice of termination if any of the following events occur:

- (1) the Mandate Holder fails to make any payment due under the Membership Agreement and the Mandate Holder does not make that payment within 14 days after the Club or any other person gives the Mandate Holder notice that the Mandate Holder is in default; or
- (2) the Member or any Guest fails to comply with any of the terms of the Membership Agreement, including these Conditions or the Ticket Rules (or, if such failure to comply is in the opinion of the Club capable of remedy, such failure to comply is not remedied within 14 days or such longer time as may be specified by the Club); or
- (3) any Seat(s) included in the Membership Agreement are subject to any eligibility rules and:
  - (a) the Member ceases to satisfy the relevant eligibility rules; and
  - (b) the Member does not agree, within 14 days of being notified by the Club that the Member ceases to satisfy the relevant eligibility rules, for the Seat(s) included in the Membership Agreement to be transferred to another section of the Stadium for which the Member is eligible.

9.2 If the Club ends the Membership Agreement under condition 9.1 above, with effect from the Membership Termination Date:

- (1) if termination has occurred due through an event falling under Condition 9.1(1) then all Memberships included in the Group will cease and each Member included in the Group shall cease to have the benefit of the relevant Rights. If termination has occurred through events in Conditions 9.1(2) or 9.1(3) then the Member shall cease to have the benefit of the relevant rights;
- (2) all benefits (including loyalty points) accrued by any Member under the Membership Agreement shall be permanently lost unless the Club (at its sole discretion, which the Club does not have to give) permits that Member to enter into another membership agreement with the Club to begin on the day immediately following the Membership Termination Date (in which case the relevant Member will not be required to pay any joining fee);
- (3) unless the Club otherwise agrees at its sole discretion and subject to condition 9.2(2) above and condition 9.2(4) below, all Stadium Access Cards previously issued by the Club under the Membership Agreement will be deactivated by the Club, the Member shall no longer be able to access the Stadium using those Stadium Access Cards and admission for any Matches previously loaded onto the Stadium Access Card which were scheduled for after the Membership Termination Date shall be deemed void;
- (4) where the Membership Agreement is terminated by the Club under condition 9.1(1) above in circumstances where the Member has already separately purchased and paid for a ticket using their Stadium Access Card for any cup or friendly match due to be played at the Stadium after the Membership Termination Date, the relevant Member's Stadium Access Card may still be used to gain admission to such match (in which case the Member shall continue to be bound by the Ticket Rules for any such match);
- (5) the Member shall not be entitled to any refund in respect of any applicable Joining Fee, any



Monthly Fees or any other sums previously paid to the Club; and

(6) only where the Membership Agreement is terminated by the Club under condition 9.1(2) above, where any ticket(s) have been purchased under the relevant Membership Agreement prior to the Membership Termination Date for an away match which is scheduled to be played after the Membership Termination Date, the Club may notify the relevant hosting club or away venue of the circumstances of such termination. This may result in the relevant hosting club or away venue withdrawing all relevant away match tickets and/or stopping the Member from attending the relevant away match.

9.3 Please note that, should any Member apply for any future memberships with the Club after the termination of their original Membership Agreement, they will (where such application is accepted by the Club) be required to pay any joining fee applicable to future memberships at such time as is required by the Club.

9.4 Without prejudice to any other right or remedy available to the Club, in the event that any Monthly Fee, any applicable Joining Fee or any other sum payable by the Member to the Club under the Membership Agreement is overdue for payment, the Club shall be entitled to suspend the Rights granted to the Member under the Membership Agreement until the outstanding payment is made to the Club in full. For the avoidance of doubt:

(1) all Stadium Access Cards issued by the Club under the Membership Agreement shall be deactivated for the period of any such suspension (other than in respect of any matches due to be played at the Stadium for which the relevant Member has separately paid in advance for the right to attend); and

(2) the Member shall not be entitled to any refund in respect of the period of any such suspension or to any reduction in any Monthly Fees due during the period of any such suspension.

## **10. Rules Applicable to Members**

10.1 The Member will comply with, and will procure that any Guests comply with, the Ticket Rules set out or otherwise referred to section 13 below.

10.2 Guest tickets are subject to availability. The Club does not guarantee that any Guest tickets will be available for purchase for any particular fixture or that any seat assigned to a Guest ticket will be adjacent to or within any particular vicinity of the Member's seat(s) for the relevant fixture.

10.5 The Member acknowledges and agrees that:

(1) in the event that any Member wishes to attend any Hull City first team match at the Stadium which is not included in their Membership, they must purchase a ticket for the relevant match in advance from the Club at the Club's standard ticket prices then in force for the relevant match. In such circumstances the Club shall load the relevant match onto the relevant Member's / Stadium Access Card, which shall be the ticket for the purposes of the relevant match; and

(4) subject to condition 10.2 above, in the event that any Member wishes to purchase a Guest ticket for any Hull City first team match at the Stadium, they must purchase a Guest ticket for the relevant match in advance from the Club at the Club's standard ticket prices then in force for the relevant match. In such circumstances the Club shall issue a paper ticket following receipt of payment for the relevant ticket; and

(5) in the event that any Member purchases a ticket or other right to attend any Hull City first team match (at any venue, and including any cup, friendly match or Guest ticket) online or by any other distance means (i.e. not in person at the Stadium), they shall not benefit from any right to cancel their purchase pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This is because in such circumstances they will have purchased services related to leisure activities to be provided over a specific period of performance (i.e. attendance at a football match).

10.6 By entering into the Membership Agreement the Member hereby warrants and represents that the Member and any and all Guests, are supporters of the Club.

10.7 The Member shall comply, and shall procure that any Guests shall comply, with such rules and regulations as the Club notifies to the Member from time to time as applying to any away matches or development squad matches which the Member or any Guest attends pursuant to the Scheme.

10.8 The Club reserves the right to suspend or withdraw any or all of the Rights from any Member without notice or reimbursement if that Member or any Guest fails to act in accordance with any of the Ticket Rules set out in section 13 below.

10.9 No refund will be given by the Club to any Member or any Guest who for any reason fails to attend any Match covered by a Stadium Access Card or Guest ticket, fails to attend any away match they have purchased a ticket for, or fails to exercise any of the other Rights.

10.10 For those Members whose Rights include a priority period for purchasing any tickets for matches involving the Club, the length of the priority period will vary depending on the amount of time the Club has to sell such tickets. For example, the priority period for an FA Cup replay may be shorter than the priority period for the original FA Cup tie. Please note that if any Member fails to purchase a ticket within any applicable priority period then their Seat(s) will become available on general sale for the relevant match.

## **11. General**

11.1 The Member may only transfer their rights and obligations under the Membership Agreement to another person if the Club agrees beforehand in writing.

11.2 The Club has the right to assign all or part of its rights under the Membership Agreement or otherwise relating to the use of the Stadium (including its right to receive any applicable Joining Fee, the Monthly Fees and any other sums that may be payable under the Membership Agreement) or to arrange for another person to assume all or part of its obligations, under the Membership Agreement without the Member's consent.

11.3 The Membership Agreement is personal between the Member and the Club, save that SMC shall be entitled to enforce any part of the Membership Agreement. No person other than the Club, the Member and SMC shall have any rights to enforce the terms of the Membership Agreement.

11.4 Each of the sections set out in these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable (whether in whole or in part), the remaining sections (or the relevant part) will remain in full force and effect.

11.5 If the Club fails to insist that the Member performs any of the Member's obligations under the

Membership Agreement, or if the Club does not enforce the Club's rights against the Member, or if the Club delays in doing so, that will not mean that the Club has waived its rights against the Member and will not mean that the Member does not have to comply with those obligations. If the Club does waive a default by the Member, the Club will only do so in writing, and that will not mean that the Club will automatically waive any later default by the Member.

11.6 Please note that the Membership Agreement is governed by English law. This means any dispute or claim arising out of or in connection with this Agreement will be governed by English law. The Member and the Club both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if the Member is a resident of Northern Ireland the Member may also bring proceedings in Northern Ireland, and if the Member is a resident of Scotland the Member may also bring proceedings in Scotland.

11.7 Except where otherwise stated, any notice served on the Club by the Member under the Membership Agreement must be in writing and served upon the Club at the Stadium (or such other address as notified by the Club to the Member in writing) either by hand, first class post or email. It is advised that any notice served by post is done using a recorded delivery service.

11.8 The Membership Agreement does not constitute a partnership, joint venture or employment relationship between the Club and the Member.

11.9 The Club shall not be liable for any delay or failure to perform any of the Club's obligations under the Membership Agreement where such delay or failure is caused by an event beyond the Club's reasonable control.

## **12. Conditions of Application**

12.1 The Applicant wishes to apply for a Membership Agreement in respect of the Scheme.

12.2 For the purposes of the Application:

(1) the Applicant declares that all the information given in the Application is true, correct and in accordance with any eligibility rules for the Scheme set out in the Brochure; and

(2) the Applicant warrants that it will notify the Club in the event that the status of any of the persons listed in the Application changes in such a manner as to cause such person to cease to comply with any eligibility rules for the Scheme set out in the Brochure; and

(3) the Applicant authorises the Club to deliver all or any of the information in the Application to any third party to whom the Club may assign, transfer or license its rights; and

(4) for the purposes of the Data Protection Act 1998 the Applicant authorises the Club to deliver to third parties details of the Applicant's name and addresses and contact numbers (and any other such information listed in the Application) as described above and, if the Application is accepted by the Club and the Membership Agreement entered into, to use such information to administer and compile a register of members of the Scheme and to market Club products.

12.3 The Club will consider and notify the Applicant as soon as reasonably practicable after receipt of the completed Application from the Applicant whether or not it accepts the Application. The Club may accept or reject Applications in its absolute discretion.

12.4 The Applicant agrees to be bound by the Conditions of Application in this section 12 and the terms of the Membership Agreement. For the avoidance of doubt the Membership Agreement shall not take effect until the Membership Commencement Date.

12.5 As soon as practicable after the Club accepts the Application the Club shall send to the Applicant an Application Confirmation.

12.6 The conditions which must be satisfied prior to the Membership Commencement Date are that:

- (1) the Club has approved the Application; and
- (2) the Club has sent an Application Confirmation notifying the Applicant of the Membership Commencement Date.

12.7 The Applicant understands that the Stadium and/or any particular seats within the Stadium may not be available for use for reasons beyond the Club's control (including without limitation those reasons described in condition 8.5 above) and that when the Applicant's Application has been accepted the Applicant shall be obliged to continue to pay any applicable Joining Fee and the Monthly Fee in such circumstances unless such event shall occur by reason of any of the Insured Risks and the Club has been paid by its insurers in respect of such Insured Risks, in which event the payment of the Monthly Fee may be suspended.

12.8 The Applicant acknowledges that the Application, the Conditions and the Brochure shall be incorporated into the Membership Agreement between the Applicant and the Club.

12.9 The Applicant acknowledges that the Applicant has had sufficient opportunity to obtain independent legal and financial advice in respect of the Application, the Conditions and the Brochure.

12.10 The Applicant acknowledges that only a limited number of seats in the Stadium afford access for disabled persons. The Applicant must notify the Club at the time of making the Application whether a seat with disabled access is required.

12.11 Applicants who intend to be Mandate Holders if successful in their Application must be aged 18 or over as at the date of their Application.

### **13. Ticket Rules**

FOR THE PURPOSES OF THIS SECTION 13, THE TERM "TICKET" SHALL MEAN ALL STADIUM ACCESS CARDS AND PAPER TICKETS FOR CLUB HOME MATCHES

13.1 The issue by the Club of a Ticket to the Member, and the granting by the Club to the Member and Guests of subsequent access to the Stadium, is subject to the Member's and any Guests' compliance with:

- (1) the rules set out in conditions 13.2 to 13.29 below (as may be varied by the Club from time to time);
- (2) the ground regulations issued by the Club or SMC from time to time that set out the terms and conditions upon which spectators are granted entry to the Stadium (copies of which are available

from the Club on request); and

(3) each of the rules and regulations from time to time of FIFA, UEFA, the Football Association, the Football Association Premier League, and the Football League,

the rules and regulations referred to in conditions 13.1(1) to 13.1(3) above together being the "Terms & Conditions of Entry".

13.2 The Member and any Guests shall comply with the Terms & Conditions of Entry. The Club reserves the right to refuse admission to, and/or eject from, the Stadium any person who fails to comply with the Terms & Conditions of Entry.

13.3 Tickets are for the use of supporters of the Club only.

13.4 Subject to condition 13.5 below, the Member and any Guests are not permitted to bring into (or use within) the Stadium any equipment which 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 any match or any aspect of it, unless they possess and exhibit the necessary Press Accreditation Pass at all times during the relevant match.

13.5 Mobile telephones are permitted within the Stadium, provided that they are used for personal and private use only.

13.6 Save for official Club merchandise and other football-related clothing worn in good faith, the Member and any Guests are not permitted to bring into, use or display within the Stadium any sponsorship, promotional or marketing materials.

13.7 The Member and any Guests shall not offer or distribute (either free or for sale by any person) within the Stadium any consumer article or commercial product of any nature.

13.8 Members aged under 15 attending the Stadium must be accompanied by a responsible person aged 18 or over.

13.9. The Member acknowledges and agrees and warrants and any Guests over the age of 12 acknowledges and agrees, that:

(1) the Club may record the Member and any Guests from time to time as part of any image and/or audio-visual recording created by the Club of spectators attending a Match at the Stadium; and

(2) the Club shall own all intellectual property rights in any such images and recordings and that the Club may use such images and recordings for the purposes of the Club's commercial activities.

13.10 Each Ticket issued by the Club to the Member or any Guest is issued for the sole use of the Member or Guest named on the Ticket and neither the Member or Guest shall re-sell, assign or transfer their Ticket (or the benefit of it) to any other person without the prior written consent of the Club. For the avoidance of doubt (and by way of example only) no Ticket may, without the Club's prior written consent, be offered as a prize in any promotion or competition or 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 another good or service, or used for any other commercial purpose.

13.11 The Member acknowledges and agrees, and the responsible person named on the

Application of a Member under the age of 16 warrants and any Guest acknowledges and agrees, that the unauthorised sale or disposal of tickets (including for the avoidance of doubt any Ticket) is 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 any Ticket has been or is being sold illegally and will press for charges to be brought against those breaking this law.

13.12 All Tickets will remain the property of the Club at all times and each Ticket must be produced in its entirety in order to gain entry to the Stadium for the relevant match. Tickets must also be produced, together with evidence of the Member's or Guest's identity if requested, to any official, steward or employee of the Club or any police officer upon request. The Club reserves the right to require the immediate return of any Ticket at any time.

13.13 Any Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Ticket shall be nullified. Misuse of any Ticket may result in the Member or Guest named on the Ticket being refused entry to, and/or ejected from, the Stadium in respect of any particular match(es) and/or the cancellation and withdrawal of their Ticket. In the event of any cancellation and withdrawal in accordance with this condition 13.13, no refund shall be payable by the Club. The Club further reserves its right to take any legal action against any persons as it sees fit in connection with such matters.

13.14 The dates and kick-off times of all matches involving the Club are subject to revision and you should make yourself aware of any changes to fixtures by checking with the Club's official website ([www.hullcitytigers.com](http://www.hullcitytigers.com)), matchday programme and the Stadium ticket office (tel no 01482 505600).

13.15 No guarantees can be given by the Club that any particular match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any match without notice to the Member or any Guests and without any liability to the Member or any Guests whatsoever.

13.16 Except as provided in condition 13.17 below, in the event of the postponement or abandonment of a match the Club will have no liability to the Member or Guests whatsoever, including but not limited to liability for any loss of enjoyment, travel costs or indirect or consequential loss or damage suffered or incurred in connection with or as a result of the relevant postponement or abandonment.

13.17 In the event that any Member purchases a ticket or other right to attend a match due to be played at the Stadium which is required to be purchased separately in accordance with their Membership in addition to any Monthly Fee (for example, any home match to be attended by a Guest, and any home cup match to be attended by a Member) and that match is postponed (which includes the abandonment of the match before kick-off) or abandoned after kick-off, the Club shall publicise on the Club's official website ([www.hullcitytigers.com](http://www.hullcitytigers.com)) any applicable refund policy or discounts applicable to the relevant fixture or rearranged fixture, which the affected Member may choose to exercise. In both cases the Club will have no further liability to the affected Member or Guest whatsoever, including but not limited to liability for any loss of enjoyment, travel costs or indirect or consequential loss or damage suffered or incurred in connection with or as a result of the relevant postponement or abandonment.

13.18 In order to obtain any refund or discount offered by the Club as referred to in condition 13.17 above, the Member shall be required to comply with any applicable conditions of the relevant

refund or discount (including but not limited to any deadlines notified by the Club for claiming any such refund or discount).

13.19 Except as provided in conditions 13.20 and 13.21 below in respect of Tickets to attend matches at the Stadium, the Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Ticket.

13.20 In the event that the Member or any Guest arrives at the Stadium without their Stadium Access Card or Guest ticket to attend a Match covered by their Stadium Access Card or Guest ticket, access may still be granted to the relevant Member /Guest for the relevant Match subject to the relevant Member/Guest having their Ticket details (including any applicable reference numbers) to hand and complying with the relevant procedure applicable at the Stadium at the relevant time (details of which can be obtained from the Club upon request). Please note that the Club reserves the right to impose an administration charge of £2 per Ticket on each occasion that this occurs. For the avoidance of doubt, the Ticket Rules set out in this section 13 also apply to anybody bearing any replacement ticket issued under any such procedure.

13.21 If any Stadium Access Card is lost or stolen then the Member or Guest named on the relevant Stadium Access Card or Guest ticket (as the case may be) must visit the Stadium in person to provide the Stadium ticket office with written confirmation of that fact, together with a police report number (if applicable) for any Stadium Access Card or Guest ticket alleged to have been stolen. A non-refundable administration fee of £10.00 per Ticket is payable before a new Stadium Access Card or Guest ticket is issued in such circumstances. It may not be possible to issue a replacement Stadium Access Card or Guest ticket on the day of a Match.

13.22 Without prejudice to any other rights or remedies it may have, the Club shall have the right, in the case of any serious or persistent breach of the Terms & Conditions of Entry by the Member or any Guest, to cancel and withdraw any Ticket(s) issued to that Member or Guest. In the event of such cancellation no refund will be given by the Club. Without prejudice to the general nature of the preceding sentence, the following actions shall always constitute a serious breach of the Terms & Conditions of Entry:

- (1) smoking in designated non-smoking areas;
- (2) persistent standing in seated areas whilst any match is in progress;
- (3) unauthorised sale or transfer of any Ticket to any person;
- (4) deliberate misuse of any Ticket;
- (5) persistent swearing during any match;
- (6) the throwing of any object within the Stadium without lawful authority or excuse;
- (7) the chanting of anything of an indecent or racist nature;
- (8) causing any loss or damage (other than reasonable wear and tear) to any part of the Stadium;
- (9) committing an act of theft in the Stadium;
- (10) causing a nuisance to other spectators or staff at the Stadium;

(11) the supply of any misleading or incorrect information in any application or order submitted to the Club;

(12) any failure to pay, or default of payment in respect of, any sums owing to the Club (or any third party) in respect of a Ticket (e.g. the Joining Fee, any Monthly Fees and any additional charges due under the related Membership Agreement).

13.23 In the event that the Member or any Guest's Ticket is withdrawn or cancelled the Club reserves the right to exclude the Member or Guest (as the case may be) from applying for any future Stadium Access Cards or from purchasing any Guest or other ticket to attend matches involving the Club.

13.24 Tickets are non-transferable and are only valid when used by the person named on the Ticket.

13.25 The fraudulent use of a Ticket by a non-qualifying person will result in the fraudulently used Ticket being cancelled and withdrawn without refund.

13.26 Although each Stadium Access Card and home Guest ticket is allocated to a particular seat within the Stadium, the Club reserves the right in its ultimate discretion to relocate any bearer of a Stadium Access Card or Guest ticket on a temporary basis to an alternative seat in another part of the Stadium in the following circumstances:

(1) When part of the Stadium is closed for repairs, maintenance or redevelopment;

(2) When it is deemed desirable by the Club or the police to re-allocate a seat in the interests of crowd control/safety; or

(3) When the Club is required to re-allocate seats by instructions from any of the following organisations: FIFA, UEFA, the Football Association, the Football Association Premier League, or the Football League.

13.27 In all instances where the Club exercises its rights under condition 13.26 above the Club will endeavour to offer an alternative seat as close as possible to the seat allocated to the relevant Stadium Access Card or Guest ticket. Further, the Club will use all reasonable endeavours to publicise any re-allocation of seats through the Club's official website ([www.hullcitytigers.com](http://www.hullcitytigers.com)), matchday programme and the Stadium ticket office (tel no 01482 505600).

13.28 If the Member or any Guest is arrested or is reasonably deemed by the Club to have demonstrated anti-social behaviour within the Stadium or at any other football match anywhere in the world, or if the Member or Guest is ejected from the Stadium or any away venue for any reason, the Club reserves the right to cancel and withdraw any and all Tickets in the name of that Member or Guest, and that Member or Guest will immediately surrender their Ticket(s) on demand to a Club official or police officer.

13.29 Each Member and Guest is advised to carry proof of identity as they may be required to provide proof of identity or Ticket eligibility in order to gain entry to the Stadium for any match and may be refused access if unable to produce such evidence.



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