



# Hinckley AFC Season Ticket T&Cs

## 1. Issue of Season Ticket

1.1 The issue of a Season Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.

1.2 Season Tickets are for the use of supporters of Hinckley AFC only. By applying for a Season Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club.

1.3 Season Tickets must be available for inspection at any time as must proof of age or status to validate a concession ticket.

1.4 Season Tickets should be inspected upon receipt to ensure that all vouchers/tickets are present. The Club accept no responsibility in the event of wrong vouchers being removed from the book.

1.5 Season tickets are non-refundable unless returned intact prior to the first home game of the season.

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## 2. Admission to the Ground

2.1 Use of a Season Ticket constitutes acceptance of the Terms & Conditions of Entry.

2.2 A Season Ticket permits you to attend home fixtures in the Midlands League First Division. It does not permit entry to friendlies or cup games.

2.3 Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy a seat indicated on the Season Ticket in any subsequent season.

2.4 You shall not 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 a Match or any aspect of it.

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

2.6 Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the Stadium any sponsorship, promotional or marketing materials.



2.7 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause

2.8 where both the content and the publication are lawful in all respects and do not in the Clubs reasonable opinion constitute a threat to public order.

2.9 The Club reserves the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry.

2.10 In the event of a season ticket holder being found guilty of any football related offence, the Club reserve the right to withdraw the season ticket forthwith.

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### **3. Use of Season Ticket**

3.1 Season Tickets are issued for your sole use and you shall not resell, assign or (save as set out in clause below)

3.2 transfer or lend the Season 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) this Season Ticket may not be offered as a prize in any promotion or competition nor transferred, lent or sold to any third party as part of a hospitality or travel package, or used for any other commercial purpose save as expressly authorised the Club.

3.2 You may only resell or transfer the Season Ticket to a guest with the expressed written consent of the Club given at the Club's absolute discretion. No such resale or transfer will be permitted except where the same takes place in consideration of no payment or benefit in excess of the face value of a ticket to that Match plus any pro-rated administrative costs and such lending does not take place during the course of any business or for the purpose of facilitating any third party business. Such resale or transfer to any guest will be subject to the Terms and Conditions of Entry which will apply to that guest as if he/she was the original purchaser of the season ticket. Upgrades from a Concession rate to Adult can only be carried out through the Club's ticket office.

3.3 The unauthorised sale of tickets is illegal under section 166 of the Criminal Justice and Public Order Act 1994. The Club will inform the police when it becomes aware that season tickets are being sold illegally and will press charges to be brought against those breaking this law.

3.4 The Season Ticket will remain the property of the Club at all times and



must be produced together with evidence of your identity if required to do so by any official, steward or employee of the Club or any police officer. The Club reserves the right to retain the Season Ticket at any time.

3.5 Any Season Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Misuse of this Season Ticket may result in the holder being ejected from the Ground in respect of a particular Match and/or the cancellation and withdrawal of this Season Ticket. In the event of any cancellation and withdrawal in accordance with this clause

3.5, no refund shall be payable to the holder in respect of any unexpired portion of the Season Ticket. The Club further reserves its right to take any legal action against persons as it sees fit in connection with such matters.

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#### **4. Changes to Dates, Refunds & Exchanges**

4.1 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. Your Season Ticket will enable you to attend the re-arranged match.

4.2 The Club will have no further liability whatsoever, including (but not limited to) any direct or consequential loss or damage, loss of enjoyment or travel costs.

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#### **5. Lost or Stolen Season Tickets**

5.1 In order to gain admission to the Ground the Season Ticket must be presented in its entirety at every match. If applicable, the appropriate match voucher must be torn from Season Ticket books in the presence of the turnstile operator.

5.2 In the event that you forget your Season Ticket 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 a match-day duplicate ticket is issued, the Club may require payment of a non-refundable administration charge.

5.3 If, in the Club's opinion, a Season Ticket is irreparably lost, stolen or destroyed, a duplicate Season Ticket shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge. Only one duplicate Season Ticket will be issued to you per season and you will be required to sign a document confirming that the original Season



Ticket is irreparably lost, stolen or destroyed and indemnifying the Club against any direct or indirect consequences of such matter having been falsely represented or stated to the Club.

5.4 Should any Season Ticket when applied for not arrive in the post after purchase, you will be required to sign a document confirming this and undertaking to immediately return the original Season Ticket to the Club should it come into your possession at any time. There will be no charge for the issue of a duplicate Season Ticket in this instance.

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## **6. Change of Address**

6.1 If you change your address during the season you must notify the Club as soon as reasonably practicable.

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## **7. Cancellation & Withdrawal of Season Ticket**

7.1 Without prejudice to any other remedies it may have, the Club shall have the right in the case of any serious or persistent breach of these Terms & Conditions of Entry to cancel and withdraw your Season Ticket. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Season Ticket. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms & Conditions of Entry:

- smoking in designated non-smoking areas;
  - persistent standing in seated areas whilst the Match is in progress;
  - sale or transfer (save as permitted) of this Season Ticket to any person;
  - deliberate misuse of the Season Ticket;
  - the supply of any misleading or incorrect information in any application;
  - persistent swearing during the Match;
  - the throwing of any object within the Ground without lawful authority or excuse;
  - the chanting of anything of an indecent or racist nature;
  - any misrepresentation in relation to clause 1.2;
  - breach of the terms of any Membership;
  - any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of this Season Ticket.
- 7.2 In the event that your Season Ticket is withdrawn or cancelled the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying for any Match ticket or season ticket at its discretion.
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## 8. Exclusion of Liability

8.1 To the maximum extent permitted by law, the Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground.

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## 9. Governing Law

9.1 These Conditions of Issue 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.

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## 10. Definitions

In the Conditions of Issue the following words and phrases shall have the following meanings:

- **"Conditions of Issue"** means these terms and conditions governing the issue and use of a Season Ticket.
- **"Ground"** means the football stadium and all other locations owned, occupied or utilised by the Club.
- **"Ground Regulations"** means 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 (copies of which are available upon request).
- **"Guest"** means a relative, friend, colleague and/or companion to the disabled who would be entitled to purchase a season ticket under the Terms and Conditions of Entry.
- **"Match"** means any home Midland Football League fixture Hinckley AFC participates in at St John's Park, Heather.
- **"Season Ticket"** means a season ticket booklet (and all or any component vouchers therein) or any season ticket smartcard (and/or any rights arising out of or in connection with any of the foregoing) for admission to matches.
- **"Terms & Conditions of Entry"** means each of the rules and regulations of FIFA, UEFA, The Football Association, The Football Association Premier League Limited (FAPL), The Football League, The Football Conference and subsequent Local and Association Leagues; the Ground Regulations; and the Conditions of Issue.