Nottingham Forest Football Club
Season card Terms and Conditions 2018/19 Season

These terms and conditions ("Conditions") and any documents referred to in these Conditions apply to all purchases of Season cards from Nottingham Forest Football Club Limited ("NFFC"). By purchasing a Season card from NFFC, you acknowledge and agree that you shall be bound by these Conditions.

1. Definitions and Interpretation

1.1. In these Conditions, the following terms shall have the meanings set out below:

- "Agreement" means these Conditions, the Ticket Terms and Conditions, the Terms and conditions of entry and any other documents referred to herein;
- "Conditions" means these terms and conditions;
- "Credit Facility" means any credit facility provided to you by way of a regulated loan from Zebra Finance Limited used by you in order to fund the payment of the price of your Season card;
- "EFL" means the Football League Limited;
- "Ground" means The City Ground, Parnell Road, Nottingham, Nottinghamshire NG2 5FJ;
- "Ground Regulations" means NFFC’s ground regulations as issued by NFFC from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available upon request;
- "Guest" means a person who has been granted use of your Season card by you, in respect of one or more Matches, being someone who would be eligible to purchase a Season card himself/herself under these Conditions;
- "League" means the league (operated by either the EFL or the Premier League) that NFFC competes in during the Season;
- "Match" means a League football match in which NFFC participates and that takes place at the Ground during the 2018/19 Season and "Matches" will be interpreted accordingly;
- "Rules" means each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League and EFL;
- "Next Season" means the football season of the League which will immediately follow the season of the League that NFFC is competing in at that time;
- "Season" means the 2018/19 League Season which begins on 4th August 2018 and each subsequent football League season during which this Agreement renews;
- "Season card" means the plastic card embedded with a chip which uses radio frequency technology to grant the holder access to the Ground for the Matches during the Season in accordance with these Conditions. This is subject to such of the Rules as may be relevant to the competition in question, these Conditions and the Ground Regulations. The Season card will remain the property of NFFC at all times and as such must be produced if requested by any official, steward, employee of NFFC or any police officer. NFFC reserves the right to retain the Season card at any time;
- "Terms and conditions of entry" means collectively the Rules, the Ground Regulations and the Credit Facility Conditional Terms.
- "Ticket Terms and Conditions" means NFFC’s ticket terms and conditions, a copy of which can be found at: www.nottinghamforest.co.uk or is available upon request; and
- "Visiting Club" means the football club playing against NFFC in any Match.

In these Conditions: (i) headings are for identification and indexing purposes only and they shall not affect the construction or interpretation of these Conditions; (ii) words importing the singular shall include the plural and vice versa; (iii) references to a "person" shall include natural persons, corporate or unincorporated bodies (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns; (iv) references to a "party" means either NFFC or you; the context requires and "parties" shall mean both of them; and (v) the word "including" shall be construed without limitation unless inconsistent with the context.

2. The Contract

2.1. The Agreement is made between NFFC and you on the Conditions set out here in.

2.2. By purchasing a Season card, you shall be deemed to have accepted these Conditions which shall govern the purchase and use of the Season card by you to the exclusion of, and in all other cases, any other terms of conditions (including any terms and conditions that you may seek to impose on NFFC). If there is any inconsistency between any of the provisions of these Conditions and the provisions of any other of NFFC’s rules, terms and conditions or regulations, the provisions of these Conditions shall prevail.

3. Prices and Payment Terms

3.1. Payment of the price of your Season card must be made as an upfront payment. NFFC can make introductions to Zebra Finance Limited should you wish to use a Credit Facility to fund the purchase of your Season card.

3.2. The purchase of your Season card shall not be complete until such time as the full amount of the price is received from you or the date of signing any Credit Facility that you might have entered into, whichever is the earliest.

3.3. You shall not be entitled to make use of your Season card if any amount of the price of your Season card or any repayment instalment under your Credit Facility is not paid in accordance with the agreed payment terms by the due date for payment. NFFC reserves the right to refuse entry to the Ground where you have an outstanding debt to NFFC, or to Zebra Finance Limited under the terms of your Credit Facility. You shall be able to recommence making use of any Season card once any arrears of payment to NFFC or Zebra Finance Limited have been cleared.

3.4. NFFC shall have no liability to you for any failure by you to make use of your Season card at a Match or any Matches due to the late payment of any sum by you in accordance with clause 3.3.

3.5. The age-related Season card concession prices are subject to the supporter’s age on 1st August immediately preceding the Season. Season cards cannot be purchased in respect of the Season after that date.

3.6. The maximum number of 41-year-old concession price Season cards per full paying adult Season card is four. All children under the age of twelve must be accompanied by an adult at all times when at the Ground.

3.7. There are age-restrictions in operation in certain areas of the Ground, meaning that supporters must be at least a certain age in order to sit in any such area. Further details as to the age-restrictions in operation can be obtained from NFFC’s Ticket Office.

3.8. NFFC will charge you £20 to replace any lost, damaged or stolen Season card. Should you lose or damage your Season card or should it be stolen, you should contact NFFC’s Ticket Office immediately.

4. Cancellations by you

4.1. Subject to clause 4.3, you will have 14 days to cancel the purchase of your Season card from the date of purchase. You must inform NFFC of your decision to cancel within this 14-day period. If you cancel the purchase of your Season card with NFFC, you will be refunded any amount of the purchase price that you have paid.

4.2. After the expiry of the 14-day cancellation period at clause 4.1, you will not be able to cancel your purchase of a Season card. In respect of any cancellation of the price of your Season card unless agreed by NFFC (such agreement to be in NFFC’s sole discretion and in exceptional circumstances only).

4.3. Should you purchase a Season card and your Season card is not valid due to the fault of any of its rights under these Conditions; (ii) any loss, damage or injury to you or your Guests including any property belonging to you or your Guests in or around the Ground (including its appliances and cars); but not otherwise; (iii) any indirect, incidental, special or consequential loss; (iv) any loss of profits, loss of use, loss of opportunity or loss of damage to goodwill; (v) any losses arising from any interruptions and/or restrictions on Matches attended or postponed, abandoned, delayed or rescheduled to accommodate live television coverage or for any other reason, or in any circumstances where NFFC has cancelled your Season card as a result your conduct or otherwise for a breach of the Agreement.

6. Liability

6.1. Subject to clause 6.6, NFFC shall not be liable for: (i) any loss suffered by you or your Guests as a result of the exercise by NFFC of any of its rights under these Conditions; (ii) any loss, damage or injury to you or your Guests including any property belonging to you or your Guests in or around the Ground (including its appliances and cars); (iii) any indirect, incidental, special or consequential loss; (iv) any loss of profits, loss of use, loss of opportunity or loss of damage to goodwill; (v) any losses arising from any interruptions and/or restrictions on Matches attended or postponed, abandoned, delayed or rescheduled to accommodate live television coverage or for any other reason, or in any circumstances where NFFC has cancelled your Season card as a result your conduct or otherwise for a breach of the Agreement.

6.6. Nothing in these Conditions shall or may exclude NFFC’s liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded under applicable law.

7. Ticket Conditions

7.1. Season cards are issued subject to the Ticket Terms and Conditions, the Terms and conditions of entry and the Ground Regulations, all of which you agree to abide by as well as all other rules and conditions imposed by NFFC from time to time, relating to any Match and the Ground including, without limitation, any and all conditions of sale applicable to Season cards, and any other rules relating to attendance of the Match.

7.2. Your Season card permits you access to the Ground for the duration of each Match and gives you the right to sit in the seat detailed on the Season card during each such Match, subject to these terms and Conditions.

7.3. Your Season card does not grant you access to cup fixtures played at the Ground. Season cards are exchanged an exclusive period to purchase your Season card seat in respect of cup fixtures played at the Ground. If you have not purchased a ticket in respect of your seat for such cup fixture before the expiry of the exclusive period, NFFC may sell a ticket for your seat for such cup tie by way of general sale.

7.4. NFFC reserves the right to relocate your Season card to any other seat in the Ground, so long as the transfer is to a lower price category area. NFFC may make the decision to relocate your seat in its reasonable discretion, but reasons for such relocation may include the need to undertake construction or maintenance work at the Ground or the need to relocate you for reasons relating to your safety or the safety of others.

7.5. If you have already provided written proof of your identity and date of birth to NFFC, you will be able to renew your Season card for a copy of either your current passport, photo card driving licence or birth certificate plus a recent passport photograph. NFFC does not currently hold written proof as to your identity and date of birth, your card will not be issued until the appropriate proof has been presented to NFFC’s Ticket Office.

7.6. Your Season card is issued for your use only and you shall not sell, assign or
7.7. In circumstances where your Guest would be liable to pay a higher Season card price than you, were they to purchase the Season card themselves (owing to them falling in to a different age category to yourself) unless your Guest has been entitled to any rebate or refund from NFFC. You shall ensure that your Guest(s) will not sell, assign or transfer your Season card to any other person.

7.8. References in these Conditions to selling a Season card includes offering to sell a Season card (including, without limitation, via any online auction website), exposing a Season card for sale, making a Season card available for sale by another person and/or advertising that a Season card is available for purchase. For the avoidance of doubt (and by way of example only) your Season card may not be offered as a prize in any promotion 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 League, and/or NFFC).

7.9. 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. NFFC will inform the police in the event it becomes aware of any such unauthorised sale or disposal. You shall not profit in any way from such criminal activity or from any unauthorised sale or disposal of a Season card. It shall be entirely at NFFC’s discretion to determine whether any Season card, which is alleged to be unauthorisedly sold or disposed of, can be purchased by the police in the event of certain of these breaches which may, among other things, render you liable to a fixed penalty fine and/or criminal prosecution.

9.5. You will remain liable for the costs of recovering any Season card which you or any of your Guests may have lost, stolen or otherwise become separated from.

9.6. NFFC will not be liable for any Season card which has been lost or stolen by or on behalf of any Guest, but will make every reasonable effort to assist you in recovering the Season card in question.

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

11. Duration of Agreement and Renewal

11.1. By paying for the use of a Season card, you agree to pay for this without the use of a Credit Facility, this Agreement will expire on the day following the final Match of the Season.

11.2. You purchase your Season card and you pay for this by way of the use of a Credit Facility, your Season card shall automatically renew (in accordance with the terms and conditions mentioned in clause 11.3) at the end of the Season (and at the end of each subsequent Next Season) in respect of the forthcoming Next Season unless you take action to prevent NFFC from renewing your Season card in accordance with clause 11.3.

11.3. At the time that NFFC goes on sale with Season cards in respect of the Next Season, it will write to you confirming the price and the terms and conditions relevant to your Season card in respect of that Next Season. At the same time Zebra Finance Limited shall write to you regarding the renewal of your Credit Facility, including the terms and conditions relating to that Credit Facility and the repayment terms, all as regards the funding of your Season card in respect of the Next Season. Zebra Finance Limited shall provide you with a thirty-day period to cancel your Credit Facility. If you do not want this to automatically renew. If you confirm to Zebra Finance Limited that you wish to cancel your Credit Facility, before the deadline for so doing, your Season card will be cancelled in respect of the Next Season and you will not be charged.

11.4. If you do not confirm to Zebra Finance Limited that you wish to cancel your Credit Facility, before the deadline for so doing, your Season card will be automatically renewed in respect of the Next Season and you will become liable to repay Zebra Finance Limited in accordance with the terms of your Credit Facility.

11.5. All terms of this Agreement that by their nature are intended to survive termination or expiry of this Agreement, will survive the termination or expiry of this Agreement.

12. General

12.1. Any part of the Agreement for any reason prove ineffective or unenforceable that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity of the remaining terms and conditions shall not be affected, and the Agreement shall be construed so as to give effect to the parties’ intentions. In circumstances, no refund of all or any part of the price paid for your Season Ticket will be paid by NFFC. You also acknowledge that you may face action from the Police for any breach of the terms and conditions of this Agreement.

12.6. Zebra Finance Limited shall write to you regarding the renewal of your Credit Facility, before the deadline for so doing, your Season card will be cancelled in respect of the Next Season and you will not be charged.

12.7. Except as expressly set out in these Conditions and with the exception of the Premier League, UEFA and the EFL, nothing in these Conditions is intended to confer any rights, benefits and/or remedies on any third party, nor shall any of these Conditions be enforceable by any third party or any others without the express written consent of NFFC.

12.8. The Agreement and any disputes under it shall be governed and construed in accordance with the laws of England and Wales and each party shall irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.