

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 following meanings:

“**Agreement**” means these Conditions, the Confirmation, 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, Pavilion 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 that 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 issued 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 Conditions;

“**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” shall mean either NFFC or you as the context requires and “parties” shall mean both of them; and (v) the word “including” will 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 will prevail over, any other terms and 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 able 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 children under the age of four.

3.6. The maximum number of 4-11-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 within this period, 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 Season card and no refunds will be offered in respect 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 within 14 days of the first Match of the Season, you shall lose your right to cancel your Season card in accordance with clause 4.1 with effect from the day of the first Match of the Season in question.

5. Rescheduled or cancelled Matches

5.1. No guarantees can be given by NFFC that any Match will take place at a particular time or on a particular date. NFFC shall not be liable for any loss, damage or expense (including any indirect or consequential loss or damage, loss of enjoyment or travel costs), arising out of or in connection with a Match being cancelled, postponed, curtailed, abandoned or subject to a change of schedule for any reason whatsoever, including due to rescheduling of fixtures, the Rules, weather, government action, strike, civil commotion, national disaster, for health and safety reasons or otherwise due to circumstances beyond the reasonable control of NFFC.

5.2. In the event that any Match is cancelled, postponed or rescheduled, your

Season card shall be valid in respect of the rescheduled equivalent fixture; NFFC shall have no further liability in this respect.

5.3. No refunds will be made in respect of Matches not attended, postponed, abandoned, delayed or rescheduled to accommodate live television coverage or for any other reason, or in any circumstance where NFFC has cancelled your Season card as a result of 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 Guest(s) 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 approaches and car park) however caused; (iii) any indirect, incidental, special or consequential liability; (iv) any loss of profits, loss of use, loss of opportunity or loss of or damage to goodwill; (v) any losses arising from any interruptions and/or restrictions to the view of or enjoyment of a Match unless caused by the actions of NFFC; or (vi) any loss incurred arising out of or in connection with any cancelled, postponed or abandoned Match or any rearranged fixture.

6.2. Subject to clause 6.6, NFFC’s total aggregate liability to you and/or your Guests arising out of or in connection with the Agreement shall not exceed a sum equivalent to the price of your Season card.

6.3. No liability is accepted by NFFC for any acts or omissions on the part of any of its suppliers, subcontractors or agents, except to the extent where NFFC has direct control over such supplier, subcontractor or agent, and whose own conditions of trading shall be deemed to be accepted by you.

6.4. You shall indemnify NFFC from and against all claims, costs demand, fines and expenses including legal fees which arise as a result of any actions or omissions of you or any of your Guests in breach of the Agreement including, without limitation, in respect of any damage to the Ground caused by you or your Guests.

6.5. NFFC has no responsibility for any property or personal effects of you or your Guests whilst at the Ground.

6.6. Nothing in these Conditions shall limit or 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 card holders are granted an exclusive period to purchase their 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 that seat is not located in a lower price category area. NFFC may take 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’s Ticket Office, in the form of a copy of either your current passport, photo card driving licence or birth certificate plus a recent passport style photograph, you will be able to renew your age-related concession Season card. If you are purchasing a new age-related concession Season card, or your activated account doesn’t 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

transfer your Season card to any other person. Should you be unable to attend any particular Match, you are permitted to allow a Guest to use your Season card in respect of that Match.

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) your Guest shall be required to visit NFFC's Ticket Office to pay the relevant increase in the price, which will be the difference between the match ticket price of your Season card age-band, to the price due for the upgraded age-band match ticket, prior to being able to use your Season card. Your Season card may only be upgraded in respect of your Guests four times per Season. Any attempt by any such Guest to enter the Ground without paying the increase in price, shall be a breach of these Conditions and shall permit NFFC to take any of the action detailed in clause 8.3. In circumstances where your Guest would be liable to pay a lower 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) neither you nor your Guest shall be entitled to any rebate or refund from NFFC. You shall ensure that your Guest(s) shall 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 that a Season card has been sold illegally and will press for charges to be brought against those breaking the law. If you are convicted of a ticket touting offence, or NFFC reasonably suspects you have committed such an offence, NFFC will notify the League who may in turn notify other clubs and/or the relevant law enforcement authorities. The information that NFFC shares may include yours and your Guests' personal data, information about the offence and about ticket purchases (including payment details). NFFC will use this to identify and prevent ticket touting offences and disorder at matches.

7.10. Season cards shall not be resold or transferred save as set out in these Conditions and shall not be purchased or obtained from or through any commercial agent or company or otherwise than directly from NFFC or an official agent. Any Season cards obtained in breach of these Conditions shall be void and all rights conferred or evidenced by such Season cards shall be nullified. Any person seeking to use a Season card in breach of these Conditions in order to gain or provide entry to or remain at any Match may be refused admission to or be ejected from the Ground and may be subject to legal action.

7.11. The use of a Season card by any Guest will be subject to these Conditions and the Ground Regulations which will apply to and bind that Guest as if they were the original purchaser of the Season card. You must inform the Guest of this and NFFC may hold you responsible if you do not. References in these Conditions to 'you' will be construed as including any Guest, if applicable. You will remain liable for the conduct of your Guest whilst they are using your Season card and any breach of the Rules or of these Conditions by your Guest will also be treated as a breach of the Rules or these Conditions by you.

7.12. As a condition of admission, you and your Guests will be subject to the Ground Regulations in force at the time of booking and as amended from time to time. Your attention is drawn in particular to the following Ground Regulations:

- **Regulation 1:** NFFC reserves absolutely the right to eject from the Ground any person failing to comply with any of the Ground Regulations or whose presence within the Ground is, or could, reasonably be constructed as constituting a source of danger, nuisance or annoyance to any other person.

- **Regulation 9:** The use of threatening behaviour, foul or abusive language is strictly forbidden and will result in arrest and/or ejection from the Ground.

- **Regulation 17:** Under the Sporting Events (Control of Alcohol etc.) Act 1985, the following are offences for which a person can be arrested by a police officer and conviction could result in a Banning Order being made: **17.1** Attempting to enter the

Ground or being inside the Ground whilst drunk; and **17.2** Being in possession of any intoxicating liquor, bottle, can or any other portable container which could cause damage or personal injury when entering the Ground or in a public area of the Ground from which the event can be directly viewed.

7.13. No food or drink is permitted to be brought into the Ground by you or any of your Guests.

7.14. Save only as set out in the Ground Regulations, no person may bring into the Ground or use within the Ground any equipment which is capable of recording or transmitting (by digital or any other means) any audio, visual or audio-visual material or any information or data in relation to a Match or the Ground.

7.15. Mobile telephones are permitted within the Ground provided they are used purely for the purpose of transmission and/or reception of voice data only and not being used to provide commentary of the Match in progress.

7.16. CCTV is employed and operated within the Ground for the purpose of control and safety of spectators and prevention of crime. Where necessary, recorded images may be used as evidence.

7.17. You acknowledge that photographers will be present at various Matches throughout the Season and some crowd photographs may be used for media purposes. You hereby acknowledge that your image may be used in this manner.

8. Guests

8.1. Any breach of the Agreement by any of your Guests shall be deemed to be a breach of the Agreement by you.

8.2. You shall be responsible for your compliance and observance (and that of any Guest) with the Agreement. Any act or omission by a Guest shall be deemed to be your act or omission. Misconduct by you or your Guest(s) and/or failure to adhere to the Agreement or you or your Guest(s) acting in a manner which NFFC considers is detrimental to its interests or is likely in the reasonable opinion of NFFC, to bring football or NFFC into disrepute, shall permit NFFC to confiscate or forfeit (in each case without compensation) their Season cards and/or ban you and/or your Guest(s) from attending future Matches or other events at the Ground for such period of time as NFFC deems appropriate.

8.3. In the event that you or a Guest is in breach of the Agreement, NFFC reserves its right to take one or more of the following steps which it in its absolute discretion deems appropriate: (i) evict the person from the Ground; (ii) withdraw and cancel any Season card; (iii) issue limited or lifetime bans; (iv) report the matter to the League who in turn may notify other clubs and/or the UK Football Policing Unit; (v) report the matter directly to the police; and/or (vi) take legal action. In any of these circumstances, no refund of all or any part of the price paid for your Season Ticker will be paid by NFFC. You also acknowledge that you may face action from 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. Etiquette & Conduct

9.1. Under no circumstances may you permit your Season card to be used by any person, including you or any of your Guests, that may favour the Visiting Club, as your Season card will be located within the home supporters' area in the Ground.

9.2. You shall be responsible for ensuring the good and orderly behaviour of all of your Guests whilst at the Ground and during the Match. If your Guest behaves in a loud, disorderly, unruly or abusive manner or draws attention to themselves in their viewing seats, then your Guest may be required to leave the Ground.

9.3. NFFC reserves the right to exclude or eject any person from the Ground if, in its reasonable opinion, their behaviour is likely to cause distress, damage or annoyance to other persons or property. NFFC shall not compensate any person in any way in respect of such removal or requirement to leave the Ground.

9.4. NFFC reserves the right to charge you the cost of rectifying damage caused by the deliberate, negligent or reckless act of you and/or your Guest to the Ground or NFFC'S property.

9.5. Your right to access the Ground on the day of the Matches will be solely for the time period that NFFC opens the Ground to the public on each such day.

10. Use of Marks

10.1. You may not use any intellectual property, trademarks, names (including nicknames) or logos of NFFC or any of its associated group companies, or images of the Ground or NFFC's players, or claim any association with NFFC without NFFC'S prior written consent.

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. If you purchase your Season card and you 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. If 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 shall have cancelled 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 shall write to you confirming the price and the terms and conditions relating 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. Should 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 shall be enforceable. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.2. No delay or omission on the part of either party in exercising any right, power or remedy provided by law shall impair such right, power or remedy, or operate as a waiver thereof.

12.3. No alterations to the Agreement made between you and NFFC for the sale and use of any Season card may be made except with the express written consent of both parties.

12.4. NFFC shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Agreement to any third parties. You shall not assign, transfer or charge the benefits of the Season card without the express written consent of NFFC.

12.5. Personal Data that is collected from or about you and/or your Guests will be processed by and on behalf of NFFC, in accordance with NFFC's Privacy Policy (a copy of which is available upon request).

12.6. NFFC may share information regarding you and/or your Guests with the police in order to prevent and reduce crime and/or to assist the police in investigating and/or prosecuting offenders or suspected offenders.

12.7. Except as expressly set out in these Conditions and with the exception of the Premier League, FIFA, UEFA and the EFL, nothing in these Conditions is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

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.