



## **2022/23 SEASON MEMBERSHIP TERMS & CONDITIONS**

### **Definitions**

In these Terms and Conditions, some words are capitalised meaning that they are defined further below:

**Adult:** means anyone aged 26 and over as of 30 September 2022

**Club:** means Wasps Holdings Limited incorporated and registered in England and Wales under Company Number 04187289 and whose registered office is at Coventry Building Society Arena, Judds Lane, Longford, Coventry, CV6 6AQ

**Concession:** means anyone aged 65 and over (Senior), 18-25 (Young Adult), 17 & under, 11 & under, anyone serving in the armed forces and those working for the blue light services

**Ground Regulations:** means regulations governing access to and the proper conduct of persons in attendance at the Stadium

**Guest:** means a person attending a Match as a friend, relative or guest of a Season Member

**Match:** means a first team home match fixture in which the Club participates, and which takes place at the Stadium during the Season, and which the Season Membership permits entry to the Season Member

**Rugby Authorities:** rules, regulations and byelaws of the Rugby Football Union, Premiership Rugby Limited, European Professional Club Rugby and Wasps Holdings Limited (the Club) and any other Rules, Regulations and/or Bye-Laws applicable to the Club and/or any matches

**Season:** means the 2022/23 men's rugby season

**Season Member:** holder of a Season Membership

**Season Membership:** means a smartcard or other device issued by or authorised for sale by the Club at its sole discretion entitling the holder access to the Stadium to attend Matches as specified by the Club consisting of Gallagher Premiership and European Pool Stage Men's First Team home matches played by the Club at the Stadium during the Season

**Stadium:** means Coventry Building Society Arena, Judds Lane, Longford, Coventry, CV6 6AQ

### **Part 1 - General Terms and Conditions**

## **1 Your Contract with the Club**

1.1 By the purchase of a Season Membership and by access to the Stadium, a Season Member shall be deemed to have agreed to be bound by the following:

- these General Terms and Conditions
- the specific Terms and Conditions relevant to your purchase, namely Part 2 for Season Member Purchases, which in the event of conflict will prevail over the General Terms and Conditions
- the Ground Regulations and any other applicable Regulations

which together will constitute the entire agreement between the Season Member and the Club to the exclusion of any non-fraudulent representation or marketing materials.

1.2 The Club reserves the right to change these Terms and Conditions from time to time and shall notify you of such changes if they materially affect your rights as a consumer.

1.3 You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's then current privacy policy available from [www.wasps.co.uk](http://www.wasps.co.uk).

1.4 If these Terms and Conditions are not accepted the Season Membership should not be purchased or should be returned to the Club immediately.

## **2 Access Conditions**

2.1 Season Members will be responsible for compliance and observance with these Terms and Conditions and with the Ground Regulations. Misconduct of the Season Member or Guests, failing to adhere to these Terms and Conditions or acting in a manner which the Club reasonably considers is detrimental to its interests or is likely in the reasonable opinion of the Club to bring rugby or the Club into disrepute shall permit the Club to confiscate or forfeit (in each case without compensation) the Season Membership, to prevent access to the Stadium and/or to ban the Season Member from attending future matches or other events at the Stadium. The Club will seek where relevant to prosecute to the full extent of the law where applicable as well as informing the relevant Rugby Authorities or law enforcement agencies of any breaches of this nature.

2.2 Entrance to the Stadium is only permitted upon presentation of a valid Season Membership, which should be retained until the final match of any given season. In addition, upon request, proof of identity may be required.

2.3 No person (other than the holder of a valid licence granted by the Club's consent) may bring into, or use within, the Stadium any equipment which is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it or the Stadium, other than mobile phones or like devices for personal non-commercial use.

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

2.5 You 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. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe this clause 2.5 where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order and which have been agreed in writing in advance by the Club.

2.6 The Season Membership remains the property of the Club at all times.

### **3. Concessions**

3.1 When a concession Season Membership is purchased, proof of identity and concession entitlement may be required at the point of purchase, ticket collection and/or entry to the ground.

3.2 Anyone found trying to purchase and/or collect a ticket and/or gain entry with the intention of using a ticket within an incorrect price band will be required to purchase another ticket at full match day adult rate without the right for a refund on the original concession ticket.

3.3 Concession prices may be offered for Senior Citizens, anyone aged 18 to 25, Juniors 17 and under, Juniors 11 and under, disabled supporters and anyone serving in the armed forces and those working for the blue light services. At the Club's discretion you may be asked to provide proof of your concessionary status. Senior prices are valid for anybody 65 and over as of 31 May 2022. Young Adult prices are valid for those aged 18-25, junior prices for anybody aged 17 and under and 11 and under as of 30 September 2022.

3.4 Children aged 12 and under may not enter the Ground unless accompanied by an adult aged 18 or over. The Club are also unable to speak to any child aged 12 and under without the permission of their parent/guardian.

3.5 Children aged 3 and over must be in possession of a valid Season Membership. A child aged 2 and under may enter the Ground for free without a Season Membership if accompanied by an adult aged 18 or over, but in such an event, no seat shall be provided for that child and such admission is subject to availability. His/her parent(s) and/or legal guardian(s) shall, in addition to the Season Member, be responsible for the child's actions, conduct and compliance with the Terms and Conditions and Ground Regulations.

3.6 Disabled supporters are defined within the Club's Accessibility Policy.

3.7 The Club reserves the right to alter these price age bands and will use reasonable endeavours to provide notice to Season Members through the website or by email relating the changes to the system by which Season Memberships is sold. Anybody found to be using concession tickets unjustly to gain entry to the Stadium will be denied entry or ejected from the ground & suspended from future matches. No refund will be given.

### **4. Liability of the Club**

4.1 Nothing in these Terms and Conditions shall operate to exclude or limit the Club's liability for death or personal injury caused by the negligence of the Club, its servants, agents, employees or sub-contractors or for fraudulent misrepresentation.

4.2 Subject to 4.1, the Club's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the sale of any Season Membership shall be limited to the face value of the Match in respect of which the liability arose, which in the case of the Season Membership will be the pro rata fee for that Match.

4.3 Subject to 4.1, the Club shall not be liable for any special, indirect or consequential loss or damage or for loss of profit, loss of business, loss of enjoyment, loss of anticipated savings or depletion of goodwill which arise out of or in connection with the sale of the Season Membership.

4.4 The Season Member shall indemnify the Club in respect of any claims, liabilities, damages, costs, expenses or losses incurred by the Club arising from or in connection with any breach of these Terms and Conditions, the Ground Regulations and applicable Regulations by the Season Member or any Guest for whom the Season Member may be responsible.

## **5. Publicity**

The Club may from time to time create images and/or audio-visual video footage of Season Members attending the Stadium. The Club owns all rights in such images and footage and shall be entitled to use the same for the purpose of: (i) promoting the Club and its commercial partners; and (ii) any other commercial activity provided in each case that such use does not harm the reputation of the relevant individual whose image is used.

## **6. Governing Law**

These Terms and Conditions 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.

## **Part 2 Season Membership Terms and Conditions**

**These Terms and Conditions are additional to the General Terms and Conditions in Part 1**

### **1. Issue of Season Memberships**

Season Memberships are for the use of supporters of the Club only. By applying for a Season Membership and/or using the same you hereby warrant and represent that you are a supporter of the Club.

### **2. Admission to the Ground**

2.1 Use of a Season Membership constitutes acceptance of these Terms and Conditions.

2.2 A Season Membership permits you to occupy the seat indicated and not to any other block, row or seat within the Stadium. However, the Club, at its sole discretion, reserves the right to re-allocate the Season Member to any other seats or areas in the Stadium at any time.

2.3 A Season Membership admits you to occupy the seat indicated at the relevant Match consisting of the Gallagher Premiership home league matches and the European Pool Stage home matches played by the Club at the Stadium for the 2022/23 season only. All other cup or friendly matches or any other matches in which the Club is involved in and/or participates in and/or any other events held at the Stadium are excluded from a Season Membership, unless announced and/or communicated to you by the Club in advance.

2.4 The benefits to which each Season Member is entitled shall be as set out on the Club website and/or otherwise communicated by the Club. These benefits may change from season to season at the discretion of the Club.

2.5 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat/stand indicated on the Season Membership in any subsequent Season.

2.6 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with these Terms & Conditions.

2.7 The Club reserves the right to carry out bag and/or other security checks in respect of Season Members. Details of items that are not permitted inside the Stadium can be found in the Ground Regulations and these items will not be permitted in to the stadium.

### **3. Use of Season Membership**

3.1 Season Memberships are issued for your sole use, and you shall not resell, assign or (save as set out in clause 3.2 below) transfer or lend the Season Membership Plus 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 Membership 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, given to a third party who agrees to buy another good or service, or used for any other commercial purpose, save as expressly authorised by the rugby authorities or the Club.

3.2 You may only resell or transfer the Season Membership to a Guest with the express 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 respect of an individual match and in consideration of no payment or benefit in excess of the face value of a ticket to that Match and such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such resale or transfer to any Guest will be subject to the Terms and Conditions which will (save for any rights to transfer under this clause) apply to that Guest as if he/she was the original purchaser of the Season Membership (and you must inform the Guest of this) and by accessing the Stadium the Guest will be deemed to have agreed to these pre-conditions and to be subject to the Ground Regulations. Transfers of Season Memberships are permitted solely when advised to the Club in advance and the appropriate upgrade fee based on the individual match price is paid. The Club will cancel any Season Memberships if the appropriate upgrade fee is not paid.

3.3 Season Memberships are intended solely for the named Season Members and the Club will monitor and reserves the right to suspend the Season Membership if tickets are regularly not being used by the named holder. Non-adult Season Members may use any official scheme as may be made available by the Club to upgrade their Season Memberships to Concession/Adult tickets on a per game basis via the Club ticket office. In the event that the Season Membership is used by a Guest falling within a lesser value ticket category (by virtue of their age) than the Member, neither that person nor the Member shall be entitled to any rebate in respect of such usage.

3.4 The unauthorised sale or disposal of tickets 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 Season Memberships are being sold illegally and will press charges to be brought against those breaking this law.

3.5 The Season Membership 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 require the immediate return of the Season Membership at any time.

3.6 When a concession Season Membership is purchased, proof of identity and concession entitlement may be required at the point of purchase, collection and/or entry to the ground. Anyone found trying to collect and/or gain entry with the intention of using a Season Membership within an incorrect price band will be required to purchase another ticket at full match day adult rate without the right for a refund on the original concession Season Membership. Regular checks are made of concession ticket usage at the turnstiles. Any supporters purchasing age related concession prices are advised to bring a form of identification with them to the match. Staff may challenge anyone considered not to be a genuine concession and request proof of age.

3.7 Any Season Membership obtained or used in breach of the Terms & Conditions shall be automatically void and all rights conferred or evidenced by such Season Membership shall be nullified. Misuse of this Season Membership may result in the holder being refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation and withdrawal of this Season Membership. In the event of any cancellation and withdrawal in accordance with this clause 3.7, no refund shall be payable to the holder in respect of any unexpired portion of the Season Membership. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with such matters.

#### **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 Membership will enable you to attend such re-arranged Match if you were entitled to attend the original fixture under your Season Membership.

4.2 If a match is abandoned, postponed or cancelled for any reason the Club shall have no liability to a Season Member. In such an event Season Members shall be entitled to attend any corresponding re-arranged match.

4.3 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.

4.4 All Season Membership sales are strictly non-refundable unless under exceptional circumstances. For the avoidance of doubt, the final decision belongs to the Chief Commercial Officer. In the event that a cancellation request made by a Season Member is approved then the Season Member will be charged a £40.00 cancellation fee.

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

5.1 In order to gain admission to the Stadium the Season Membership must be presented at every match.

5.2 In the event that you forget your Season Membership 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 matchday duplicate ticket is issued at the discretion of the Ticket Office, the Club will require payment of a non-refundable administration charge of £5.

5.3 If, in the Club's opinion, a Season Membership is irreparably lost, stolen or destroyed, a duplicate Season Membership shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge of £15. You may be required to sign a document confirming that the original Season Membership 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 Membership when applied for not arrive in the post after purchase, you may be required to sign a document confirming this and undertaking to immediately return the original Season Membership to the Club should it come into your possession at any time. There will be no charge for the issue of a duplicate Season Membership in this instance.

## **6. Change of Email Address or Address**

6.1 If you change your email address or address during the season you must notify the Club as soon as reasonably practicable by emailing [ticketoffice@wasps.co.uk](mailto:ticketoffice@wasps.co.uk).

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

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 the Terms and Conditions to cancel and withdraw your Season Membership. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Season Membership. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms and Conditions

- Breach of any Ground Regulations
- Sale or transfer (save as permitted) of this Season Membership to any person
- Deliberate misuse of the Season Membership
- The supply of any misleading or incorrect information in any application
- Any misrepresentation

- 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 Membership
- Acquiring a Season Membership for any reason other than using it for its intended purpose
- The chanting of anything indecent, homophobic or racist in nature

7.2 In the event that your Season Membership 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 Membership at its discretion.

For any queries please contact our ticket office on 02476 786 411 or email [ticketoffice@wasps.co.uk](mailto:ticketoffice@wasps.co.uk).