



CLUB LONDON

Terms and Conditions 2022/23

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These Club London Terms and Conditions apply to the purchase and/or use of your Club London Membership. Please read the Booking Form, these Terms and Conditions and the Club London brochure carefully before buying Club London Membership. The terms and conditions are set out on the following pages, but we draw your attention to the following key terms

Covid-19 and other infectious diseases

The safety of our fans and our staff is our priority going into the new Season. Please read our Additional Covid 19 Terms and Conditions which can be found [HERE](#) and form part of these terms carefully for what to expect before you purchase Membership.

Price

The price payable for each Club London Membership shall be as set out on the Booking Form or as otherwise notified by the Club from time to time

Payment

You must pay the price of the Club London Membership in accordance with the payment terms set out in the Booking Form and/or as otherwise agreed in writing with an authorized Club representative.

No right to change your mind

You do not have an automatic right under law to change your mind and obtain a refund.

No refund

The Club is under no obligation to refund the whole or any part of any fee paid by you if you decide to stop your Membership /or if your Membership or any of its associated benefits are suspended or terminated by the Club before the end of the Season Ticket Term because you breached the Agreement. Any amounts outstanding for the remainder of the Season Ticket Term will automatically become due and payable in accordance with these terms and conditions. Certain exceptions apply. Please read clause 10 for further details.

Tickets

Tickets can only be re-sold by using the Ticket Exchange (subject to it being made available) but can be used by authorised guests of Members. It is your responsibility to ensure that any guest who uses the Club London Area is aware of and complies with these terms and conditions at all times.

No guarantee of tickets for certain matches

Membership does not guarantee you a ticket to the following matches

(i) the FA Cup semi-final or final; (ii) the Football League Cup semi- final (away leg) or final; (iii) any match in a UEFA Competition or (iv) all three (3) home domestic cup matches during the Season for each of the League Cup and FA Cup. You will find details on the Club Website of how you can apply for a ticket (or tickets) for those matches. See clause **Error! Reference source not found.** of the Season Ticket Terms and Conditions for further details.

Termination

The Club has the right to terminate your Membership for a number of reasons including where: (i) you (or any other Ticket Holder) breach any of these terms and conditions or otherwise misuse your Membership; (ii) you are, at any time, or the Ticket Holder is, at the time they enter the Stadium, subject to a banning order or other order prohibiting you/them from entering the Stadium or any other sporting venue in the world; (iii) you are (or any other Ticket Holder is) found guilty of a criminal offence in connection with your/their behaviour in the Stadium

or any other stadium; or (iv) you fail to pay when due any amount payable by you under this Agreement or any other agreement between you and the Club. Please read clause 10 for further details.

Rescheduling of Matches

The Club will not be liable for the delay, postponement or rescheduling of any Home Match for whatsoever reason.

Under 16s

No one under the age of 16 is permitted to enter the Club London Areas unless accompanied by an adult.

1. About the Club

- 1.1
- The Club is West Ham United Football Club Limited, a company registered in England. The Club's company registration number is 00066516 and its registered office is at London Stadium, Queen Elizabeth Olympic Park, London, E20 2ST. The Club's registered VAT number is 697253295.
- 1.2
- The Club can be contacted by telephoning its customer service team on 0333 030 1966 or by writing to supporterservices@westhamunited.co.uk or West Ham United FC Ticket Office, London Stadium, Queen Elizabeth Olympic Park, London, E20 2ST.

2. About these terms and conditions

- 2.1
- These terms and conditions including the attached schedule, the Booking Form, the brochure for Membership issued by the Club for the year you take out Membership and, if you are a consumer, the information provided to you whilst attending the Club's ticket office (or such other location from which the Club sold you Membership), govern your Membership. They also make up the agreement between you and the Club for Membership(s) for the duration of the Season Ticket Term.

3. Definitions

- 3.1
- Capitalised terms are used in the Agreement to make them easier to read. Their meanings for these Terms and Conditions are set out in the Glossary in Schedule 1..

4. Our contract with you

- 4.1
- Memberships are sold on a first come, first served basis, subject to availability, in the Club's reasonable discretion. A contract between you and the Club, based on the terms set out in the Agreement, will only come into existence when:

4.1.1

you return the completed and signed Booking Form comprising these terms and conditions to the Club; and

4.1.2

if you have chosen to pay the full amount in advance, the Club receives in clear funds the full amount for the Membership or, if you have chosen to pay by monthly instalments, the Club has received in cleared funds any Deposit and/or the Preferred Payment Provider has confirmed to us that you have entered into a finance agreement with them.
- 4.2
- The Club will inform you if it is unable to accept your offer for Membership. The Club is not responsible for any losses, expenses or other costs you incur because of an unsuccessful attempt to sign up to a Membership.

5. Payments

- 5.1
- The price for Membership shall be set out in the Booking Form or as otherwise agreed in writing by an authorized Club representative.
- 5.2
- You must pay all costs of the Club London Membership in

accordance with the payment terms set out in the Booking Form or as otherwise agreed in writing by an authorized Club representative.

5.3 Where you have purchased a Multi-year Package:

- 5.3.1

the Multi-year Package shall commence once a contract has formed between the Club and you in accordance with clause 4.1 and, unless terminated earlier in accordance with this Agreement, shall continue until expiry of the Season Ticket Term; and
- 5.3.2

the fees for the Multi-year Package shall be paid by you to the Club on or before the dates specified on the Booking Form.

- 5.4
- If you choose to pay any amounts in advance, the Club will issue an invoice for each Membership before the Season starts and you must pay it within 14 days of the date of the invoice
- 5.5
- If you choose to pay by Monthly Fees, you will need to enter into a separate finance agreement with our Preferred Payment Provider in respect of each season during the Season Ticket Term. Although the Agreement is for the Season Ticket Term, the finance element will proceed on a Season by Season basis.
- 5.6
- If you choose to pay by way of monthly Direct Debit, the first Direct Debit payment will be debited from your nominated account in line with your finance agreement with our Preferred Payment Provider (provider details available on request). This is a separate agreement between you and the Preferred Payment Provider only (not us). Your finance agreement will cover just a single Season. The Preferred Payment Provider is regulated by the Financial Conduct Authority.
- 5.7
- Unless expressly stated otherwise, all prices are as stated in the Booking Form are inclusive of VAT as applicable and, if you are a business, the Club reserves the right to charge administrative fees on payments made using certain payment methods. Information of any such charges will be made available by the Club and it is your responsibility to check payment information carefully. A valid receipted invoice will be issued if you request one.
- 5.8
- If you do not pay the Club any part of the fees due under this Agreement on the due date for payment (a Late Payment), in addition and irrespective of the Club's rights under clause 10, the Club may charge you interest on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether that is before or after any court judgment.
- 5.9
- Where you are a business, all payments you make under the Agreement must be made in full without any set-off, restriction, condition or deduction for, or on account of, any counterclaim of any other matter.

6. Rights

- 6.1
- Once the Agreement between you and the Club comes into existence in line with clause 4.1 above you and your Ticket Holder will be entitled to receive the benefits set out in the Booking Form for the duration of the Season Ticket Term, in line with the terms of the Agreement.

7. Tickets

- 7.1
- Season Tickets are issued subject to the Season Ticket Terms and Conditions of use in force from time to time. The current version of those Season Ticket terms and conditions can be found [HERE](#).
- 7.2
- You may permit a Ticket Holder, for no charge or commercial gain to you, to use a Ticket provided to you from time to time. Any use by a Ticket Holder of a Ticket is provided subject to the terms of the Agreement which will apply to and bind that Ticket Holder as if he/ she had entered into the Agreement

(and you must inform the Ticket Holder of this).

- 7.3
- Admittance to the Stadium and the Club London Area is only permitted on the satisfactory production by a Member or Ticket Holder of a valid Ticket. Where the Club also reserves the right for your ticket to be made available at any time.
- 7.4
- Any person seeking to use a Ticket on more than one occasion at the same Home Match or which has been cancelled or suspended may be considered to be a trespasser and may be refused entry to or ejected from the Stadium. Such acts will be considered to be a breach of the Agreement and the provisions of clause 10 will apply in those situations.
- 7.5
- All Tickets issued by the Club remain the property of the Club and must be returned to the Club immediately on request.
- 7.6
- You must notify the Club immediately if a Ticket is lost or stolen. If any Ticket is stolen, you must also immediately inform the police. The Club may provide duplicate Tickets and reserves the right to charge a fee for the issue of such a replacement.
- 7.7
- No one under the age of 16 is permitted to enter the Club London Area unless accompanied by an adult.
8. Transfer of the Agreement / Tickets
- 8.1
- The Club will agree to you transferring the Agreement for your Membership or a Ticket to another person or company in the following circumstances:

8.1.1

Agreement - following a satisfactory credit or other financial check conducted by the Club and provided that the transfer will not be detrimental to the Club, for example because the person or company to which you want to transfer your rights is subject to a banning order or they have been found guilty of a criminal offence in connection with their behaviour in the Stadium or any other stadium. See also clause 8.3 for other circumstances in which you can transfer your Membership;

8.1.2

Tickets - to the extent made available by the Club, you may sell or resell any part of a Ticket or any benefit of it through the Ticket Exchange only, or any other mechanism for the sale, gift or transfer of the Ticket that the Club may put in place from time to time. Terms and Conditions for the Official Ticket Exchange can be found on our Website.
- 8.2
- The Club reserves the right to charge an administrative fee of 10% of the remaining fees due under the Agreement to facilitate a transfer.
- 8.3
- In the unfortunate event of your death, the Club will take into account your wishes in considering the transfer of your Agreement for Membership to another person, but this is still subject to clauses 8.1 and 8.2 above. Before any such transfer and subject to your rights under clause 10, the Agreement will continue, but the Club may terminate it: (i) if any sums due under the Agreement are not paid on the due dates; or (ii) otherwise in line with its terms.
- 8.4
- Irrespective of the Club's other rights under clause 10, the Club will have the following rights in relation to any Member and/ or Ticket Holder who attempts to make a transfer in breach of this clause 8:

8.4.1

confiscation of Tickets (with no right to refund);

8.4.2

ejection from or refusal of access to the Stadium;

8.4.3

suspension of Membership for any future Home Matches; and/or

8.4.4

banning from the Stadium/ from purchasing future Membership and any Tickets shall be null and void.
- 8.5
- If you dispose of or sell a Ticket obtained by you or your Ticket Holder without being authorised under the Agreement,

depending on the circumstances, this may amount to a criminal offence. The Club will inform the police if it becomes aware, or has reasonable suspicions that any Ticket obtained by you (or any other Ticket Holder) under the Agreement has been sold illegally and will press charges against those breaking the law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, we will notify the relevant Football Authority, who may in turn notify other clubs and/or the UK Football Policing Unit.

- 8.6 The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches.

9. Standards of Behaviour

- 9.1 You will and will make sure that each Ticket Holder will at all times:

- 9.1.1 use the Club London Area, the Club London Seats(s) and Club London Lounge(s) and the Stadium in a proper and lawful manner;
- 9.1.2 not engage in any abusive, dangerous or other unacceptable or discriminatory behaviour in any form (whether physical, verbal or other), nor treat the Club staff or any other person (including any other members of Club London Area, spectators or visitors to the Stadium or local residents) in a threatening or abusive manner;
- 9.1.3 ensure that neither the Club London Area nor any other part of the Stadium to which you or any other Ticket Holder may be granted access are damaged by you or the Ticket Holder (fair wear and tear excepted);
- 9.1.4 except for mobile telephones used for personal or private use only, not bring into (or use within) the Stadium any equipment which is capable of recording footage and not in any event capture, log, record, transmit, play, issue, show or make available any such footage for any commercial purposes; and (b) not make any such footage available to any third parties including, without limitation, via social networking sites;
- 9.1.5 comply with all of the rules and regulations imposed by the Club, the Owner and Operator and any Football Authority from time to time in respect of the admission to, and attendance at, the Stadium, including, without limitation, the Ground Regulations and any restrictions imposed by the police or any other relevant authority in relation to any Home Match or other event from time to time;
- 9.1.6 adhere to the Club's Dress Code in force from time to time. It will be at the Club's sole discretion to decide if you and your Ticket Holder are compliant with the Dress Code and entry may be refused to the Club London Area for failure to conform until the Dress Code is adhered to; and
- 9.1.7 refrain from smoking (this includes electronic cigarettes) within the Stadium, including the interior of the Club London Area.

- 9.2 You will not use or seek to profit and will ensure that no other Ticket Holder uses or seeks to profit from any Ticket or any other benefit provided as part of your Membership: (i) as a gift or prize in any promotion, charitable draw, raffle or competition; or (ii) as a bribe or otherwise in breach of any

bribery laws.

- 9.3 You will not make, and will ensure that your Ticket Holder does not make, without prior written consent of the Club, any public statement or announcement linking or implying any relationship between, or engage in any marketing, advertising or promotional activity which links or implies any relationship between, you or your Ticket holder and the Club.
- 9.4 The Club, the Owner and/or Operator may exclude or remove from the Club London Area and/or the Stadium, temporarily or permanently, you or your Ticket Holder who the Club reasonably suspects:

- 9.4.1 is prohibited (by law or otherwise) from attending the Stadium or any other sporting venue in the world; or
- 9.4.2 in its reasonable discretion, is in breach, is likely to breach, or has breached, this clause 9 or any other provision of the Agreement or any other terms and conditions, rules, laws or regulations applicable to entry to the Stadium. To avoid doubt, your behaviour or that of your Ticket Holder which results in the Club excluding you or them or removing you or them from the Club London Area or the Stadium will be considered a breach of the Agreement and the provisions of clause 10 shall apply.

- 9.5 You are responsible for the behaviour of the Ticket Holders you invite to use the Club London Area as a guest or in accordance with 7.2 and may have your Membership suspended or withdrawn if any of the Ticket Holders act in breach of this clause 9.

- 9.6 If your 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 ticket or season ticket at its discretion, and to notify FIFA, UEFA, the Football Association, Premier League, the Football League, other football clubs, the police and/or any other authority responsible for control and safety at the Stadium of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

10. Cancellation by you or the Club

- 10.1 If you need to terminate your Membership for one of the reasons set out in this clause 10.1, the Club, in its reasonable discretion and subject to receiving what it considers to be sufficient evidence will consider your request, in line with clause 10.2 below. The relevant reasons are:

- 10.1.1 loss of life or major illness;
- 10.1.2 injury; or
- 10.1.3 loss of livelihood or change of principal place of work or home.

- 10.2 All requests for cancellation should be made to clublondon@westhamunited.co.uk. The Club reserves the right to request further information from you to establish whether a cancellation request is genuine. Once the Club has received the requested information and is satisfied that no further information needs to be provided, the Club will contact you to advise of its decision. If it agrees to cancel your Membership and you paid the price of Membership upfront, the Club will confirm any amount to be refunded in respect of any part of the cost of the Membership that you have been unable to use and will refund you using the same payment method that you used initially. If the Club agrees to cancel your Membership and you pay Monthly Fees, the Club will inform the Preferred Payment Provider, who will confirm cancellation to you and arrange for a refund in accordance with the terms of its finance agreement with you. The Preferred Payment Provider will also cancel future direct debits. We recommend that you contact the Preferred Payment Provider yourself to confirm

cancellation and the terms which will apply.

- 10.3 Except as stated in clauses 10.1, **Error! Reference source not found.** and 8, the fees paid for the Membership are non-refundable and non-transferable and once a Membership(s) is purchased the Club is under no obligation to refund the whole or any part of those fees paid by the Member to the Club if the Member decides to cancel their Membership or if their Membership or any of its associated benefits are suspended or terminated by the Club in accordance with these terms and conditions, unless the Club is in breach of the Agreement.

- 10.4 Other than is noted in clauses 10.1 and 10.3, if the Agreement is terminated (and the Member's Season Ticket is cancelled) for whatever reason by the Member or by the Club in line with these terms and conditions, before the end of the Season Ticket Term, the Member shall within fourteen (14) days of written notice, pay to the Club the balance remaining of the fees due under the Agreement for the Season Ticket Term. This will be equivalent to any sums due for the Membership if you have chosen to pay upfront or, if you are paying by Monthly Fees, the amount calculated under your finance agreement with the Preferred Payment Provider.

- 10.5 In addition to its other rights in the Agreement, the Club will be entitled to either (i) suspend the operation of the Agreement and your rights and benefits of Membership without refund until further notice; and/or (ii) terminate the Agreement with immediate effect by way of written notice to you if:

- 10.5.1 you breach (or your Ticket Holder breaches) the Agreement or otherwise misuse the Membership, including if you fail to pay any amounts due under the Agreement or under your finance agreement with our Preferred Payment Provider;
- 10.5.2 you are at any time, or your Ticket Holder is, at the time he/she enters the Stadium, subject to a banning order or other order prohibiting you/them from entering the Stadium or any other sporting venue in the world;
- 10.5.3 you are (or your Ticket Holder is) found guilty of a criminal offence in connection with your/their behaviour in the Stadium or any other stadium;
- 10.5.4 if you are a corporate customer, you suffer a change of control (within the meaning of section within the meaning of section 1124 of the Corporation Tax Act 2010), or an application for an order is made, or resolution passed, for your winding up, an application for an administration order is made, a provisional liquidator, receiver, administrative receiver or administrator is appointed or a voluntary arrangement is proposed, in each case, in respect of you (or over all or any of your assets) or any event analogous to any of the foregoing occurs in respect of you in any jurisdiction;
- 10.5.5 if you are a partnership, you are dissolved or any event analogous to a dissolution occurs to you in any jurisdiction (excluding your dissolution: (i) if and to the extent that it relates only to your conversion to a solvent UK limited liability partnership (the LLP), and (b) the LLP enters into an agreement with the Club with respect of the Club London Seat(s) on identical terms to the Agreement or any event analogous to the foregoing occurs to you in any jurisdiction); or
- 10.5.6 you fail to pay when due any amount payable by you under the Agreement (including, to avoid doubt, any charges payable in line with clause 14.2) or any other agreement between you and

the Club.

- 10.6 If you are a consumer, you will be responsible for any reasonable costs, expenses and losses incurred by the Club because of a breach of the Agreement by you (or any other Ticket Holder). If you are a business, you will reimburse the Club for all costs, expenses and losses the Club incurs because of a breach of the Agreement by you or your Ticket Holder.

11. Complaints and your key legal rights

- 11.1 If you have any questions or complaints about your Membership, please contact us. You can telephone our customer service team on 0303 031 1968 or write to us at clublondon@westhamunited.co.uk.

- 11.2 If you are a consumer you can ask the Club to solve your problem if the services being provided as part of your Membership are not provided with reasonable care and skill or to get some money back, if we cannot solve the problem. This is a summary of your key legal rights given to you under law. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk.

12. Seating Area Location

- 12.1 The block, row and seat number of your Club London Seats(s) is shown on your Club London booking form.

- 12.2 During the Season Ticket Term, the location of, and access to, any part of the Stadium, the Club London Area and/or each Club London Seat(s) may be improved, altered or modified at any time by the Club, Owner and/or Operator where this is required for operational reasons. See clause 12.3 for further details. The location of your Club London Seats(s) may therefore be subject to change - see clause 12.4- but any such change will be notified to you by the Club.

- 12.3 If the Club determines that all or any relevant part of the Stadium, the Club London Area, or the Member's Club London Seats(s) is unavailable due to:

- 12.3.1 health and safety requirements, the Ground Regulations or other Regulations or Laws;
- 12.3.2 the need for repairs, refurbishments or alterations to be made to the Stadium, the Club London Area (or any relevant part) or any fixtures or fittings in which in the Club's opinion are necessary or desirable (other than where such repairs or alterations are necessary or desirable as a result of the acts or omissions of the Member in accordance with clause 14.2); or
- 12.3.3 any other requirements deemed reasonably necessary at the Club's reasonable discretion;

the Club will use its reasonable endeavours to provide you, during any such period of unavailability, with alternative seating elsewhere in the Stadium or, where the Stadium is unavailable, such other stadium where the First Team plays its home football matches in any competition (in which case the terms of this Agreement shall apply equally to such seats and such stadium), for each of the Member's Club London Seats(s) which is unavailable.

- 12.4 The location of each seat will be determined by the Club at its discretion but, subject to availability, will be in the same Seat Category as the Member's Club London Seats(s). Where the Club is not able to provide an alternative seat(s), the Member will be entitled to a credit against any future fee for a Season Ticket or Monthly Fee payments (as applicable) for its Club London Seats(s), in respect of the relevant Home Match(es), the amount of such credit, and the form and timing thereof, to be determined by the Club acting reasonably and the Club shall have no further liability to you in respect of

any such unavailability.		suspend access to such areas of the Stadium as necessary.		exclude or limit the Club's liability for:		other's server, or if such notice is not so generated, on receipt by the other's server.	
13. Catering in the Club London Area		15. Data Protection		17.7.1 fraud or fraudulent misrepresentation by the Club;		19.6 If a court finds part of the Agreement illegal, the rest will continue in force. Each of the clauses of these Club London Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.	
13.1 The Club will procure the provision of refreshments in the Club London Area during the Relevant Times (excluding those Relevant Times in which play in any Home Match is in progress) by a Catering Supplier.		15.1 You acknowledge and will ensure that the Ticket Holder is aware that the personal data provided by you/them to the Club in the purchase (e.g. your name and address) and use of the Membership will be collected, stored and used by the Club in accordance with UK data protection laws and the Club's Privacy Policy available on the Website.		17.7.2 death or personal injury caused by its or any of its officers', employees' or agents' negligence; or		19.7 The Club reserves the right to make changes to these Club London Terms and Conditions from time to time, for example, to reflect amendments to relevant laws and regulations, provided that the changes shall not result in you receiving any less than the same or substantially similar benefits to those that you were entitled to receive prior to such changes. Up to date versions of the terms and conditions will be made available promptly on the Club's website and hard copies will be sent to the Members.	
13.2 You may, subject to availability and the Club London lounge package you have chosen, pre-book a Seasonal Dining Package or Home Match Dining Package with the Club. As all dining packages are limited, bookings are accepted on a first come, first serve basis.		15.2 By entering the Stadium, you (or your Ticket Holder) acknowledge that photographic images and/or video recordings and/ or stills taken from those video recordings may be taken of you and may also be used in televised coverage of the game by the Club and/ or any Football Authority or others (including commercial partners and accredited media organisations), including, without limitation, for marketing or promotional purposes.		17.7.3 any other matter in respect of which liability cannot be excluded or limited under applicable law. This includes liability for breach of your legal rights in relation to the services provided under the Agreement, such as them being supplied with reasonable skill and care.		19.8 The Club and the Member agree that this Agreement and any Ticket(s) do not grant you exclusive possession of the Club London Area, or any Club London Seat, or create a tenancy.	
13.3 The Club may from time to time, but shall be under no obligation whatsoever to, provide, or procure the provision of, any refreshments to the Club London Area at other times and on other occasions outside of the Relevant Times.		16. Security		17.8 All terms of the Agreement are subject to the provisions from time to time of the Laws and Regulations. The Club will not be in breach of the Agreement as a result of it having to comply with the Laws and Regulations.		19.9 Even if the Club delays in enforcing this Agreement against you, the Club will be entitled to enforce it at a later stage. If the Club does not insist immediately that you do anything you are required to do under these terms and conditions, or if the Club delays in taking steps against you in respect of your breach of any of these terms and conditions, that will not mean that you do not have do to those things or that the Club is prevented from taking steps against you at a later date.	
13.4 You will pay for the costs of all refreshments you or your Ticket Holder order or consume in the Club London Area.		16.1 The Club will take all reasonable precautions to maintain the security of the Club London Area between matches but neither it nor the Owner or Operator will be responsible in any way for the loss of, or damage to, any of your property (or that of your Ticket Holder) in the Club London Area or in any other part of the Stadium (including, without limitation, any property you or your Ticket Holder left behind in the Club London Area), except where that results from our negligence. Irrespective of the foregoing, the Club and the Owner and Operator shall be entitled to dispose of any property you or the Ticket Holder left behind in the Club London Area.		17.9 This clause 17, will apply in place of clause Error! Reference source not found. of the Season Ticket Terms and Conditions.		19.10 If you are a consumer, the Club intends to rely on the written terms set out in the Agreement. If you are uncertain about any of your rights and obligations under the Agreement, please contact the Club using the contact details above.	
13.5 The Club will make available in the Club London Area details of all of the costs of the refreshments available in the Club London Area. The Club or the Catering Supplier may change the costs of any refreshments from time to time.		17. The Club's liability to you		18. Renewal		19.11 If you are a business, the Agreement constitutes the entire agreement between the Club and you and neither the Club nor you or the Ticket Holder will have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to them which is not set out in the Agreement or the rules and regulations referred to in them	
13.6 The provision of any refreshments (including, without limitation, alcoholic beverages) to any persons in the Club London Area shall be subject to all relevant legal restrictions applicable to the Club, the Catering Supplier, the Owner, Operator and the Stadium (including, without limitation, all restrictions imposed by, and any regulation of, any relevant licensing or other governing body or authority) and the grant of any necessary licences. You agree to abide and shall procure that other Ticket Holders abide by laws controlling the consumption of alcohol at sporting events and all other instructions issued by the Club relating to the consumption of alcohol at the Stadium. If you or any Ticket Holder fails to comply with such instructions or are convicted of an offence contrary to these laws, this will be considered to be a breach of these Club London Terms and Conditions and the provisions of clause 10 shall apply.		17.1 If the Club fails to comply with the Agreement, it is responsible for loss or damage you suffer that is a foreseeable result of the Club being in breach of the Agreement, or for our failing to use reasonable care and skill, however, the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the Agreement was made, if you are a consumer, both you and the Club knew it might happen, for example, if you discussed it with the Club during the sales process.		18.1 Subject to availability, the Club would normally expect to be able to permit you to renew your Membership in respect of the Club London Seats(s) and Club London Lounge(s) at the end of the Season Ticket Term for additional Seasons, on such terms, including the price of the Season Ticket, as may be determined by the Club in its sole discretion. If you paid in monthly instalments for your Membership and wish to continue to do so, you will need to enter into a new finance agreement with the Preferred Payment Provider.		19.12 The Club will try to solve any disagreements with you quickly and efficiently.	
13.7 The only refreshments which may be consumed in the Club London Area are those supplied by the Catering Supplier pursuant to this section 13. You will not, and will ensure that no other Ticket Holder will bring any other food, drink or other refreshments into the Club London Area for consumption by any person or for any other reason.		17.2 The Club will not have any liability to you for any failure to provide or the delay in carrying out any of the Club's obligations under the Agreement as a result of events or matters outside of its reasonable control.		18.2 When and where such renewal is available, the Club will contact you using the latest contact details you supplied to the Club.		19.13 This Agreement will be subject always to the effects of Covid-19 or any variant of COVID-19, and any epidemic, pandemic or other infectious disease. on the Club and the directions of any Competent Authority.	
13.8 If you have (or any other Ticket Holder has) any complaint in respect of the catering or refreshments service provided in the Club London Area, please refer such complaints to the Club in the first instance.		17.3 Notwithstanding clause 17.1, the Club will not be liable for any business losses. If your purchase of Membership is for any commercial business purpose (or where you are not acting as a consumer) the Club will not have any liability to you (and/ or the Ticket Holder) for any loss of profit, loss of business, business interruption or business opportunity, indirect, special or consequential loss or damage.		18.3 Ordinarily, the Club would expect such communications to be sent out and any renewals to take place, prior to the end of the last Season during the Season Ticket Term and you should ensure that your contact details held by the Club are kept up to date.		19.14 The Agreement is governed by English law and you can bring legal proceedings in respect of it in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts	
13.9 You do not have a legal right to change your mind in respect of any purchase of the Seasonal Dining Package or Home Match Dining Package once you have entered into the Agreement for either of those packages.		17.4 Where you are not acting as a consumer, the aggregate liability of the Club to you and/or the Ticket Holder in connection with the Agreement, whether in contract or tort or otherwise shall not exceed the price of the Membership actually paid by you to the Club.		18.4 Nothing in this section 18 will give you any automatic right of renewal or purchase in relation to Membership or other rights in respect of the Club London Seats(s) or Club London Lounge(s) after the end of the Season Ticket Term.			
14. Repairs and Maintenance		17.5 The Club will not have any liability to you or your Ticket Holder for any late delivery or non-delivery of any Ticket, replacement tickets, documents or other materials resulting from the actions or omissions of any postal service provider.		19. General			
14.1 The Club, the Owner and Operator will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the Club London Area.		17.6 The Club will not be liable for the delay, cancellation, postponement or rescheduling of any Home Match for whatsoever reason except that, following any cancellation, abandonment or postponement of a home match, a Ticket Holder shall be entitled to attend the rearranged match (if any).		19.1 This clause 19 will apply in place of clause Error! Reference source not found. of the Season Ticket Terms and Conditions.			
14.2 The Club has the right to charge you for all costs of, repairs to, replacement or cleaning of any facilities within the Club London Area or any other areas of the Stadium arising from your (or your Ticket Holders') act or omission other than as a result of fair wear and tear.		17.7 Nothing in these Club London Terms and Conditions shall		19.2 If there is any conflict or inconsistency between the terms of any Law or Regulation and the Agreement, the relevant Law or Regulation will prevail. If there is any conflict between these Club London Terms and Conditions and the Season Ticket Terms and Conditions these Club London Terms and Conditions will prevail.			
14.3 The Club, the Owner and Operator and their employees, agents or contractors will have the right at any time to carry out emergency repairs to the Club London Area or any other areas of the Stadium to which you or any other Ticket Holder has access, and to				19.3 The Club may transfer or subcontract any of its rights or obligations under the Agreement to another organisation within its group. The Club will always tell you if this happens and will ensure that the transfer will not adversely impact your Membership.			
				19.4 Subject to clause 19.3, the Agreement is between you and the Club. No other person shall have any rights to enforce any of its terms, except any person or company that you or we transfer rights to in line with these terms and conditions.			
				19.5 All notices and other communications between the Club and you in relation to the Agreement will be in writing. They will be considered given, if posted, postage prepaid, to the other at its address set out in the Booking Form(s) or to such other address that you or the Club (as the case may be) may designate, from time to time, in writing. They will be considered to be received on the second business day after posting and if sent via e-mail, on the generation of a receipt notice by the			

Schedule 1
Glossary for Club London Terms & Conditions

In the Club London Terms and Conditions the following terms have the following meanings:

“Agreement” your Booking Form, these Club London Terms and Conditions of Membership (including its schedules), the brochure that accompanied your renewals form and, if you are a consumer, the information provided to you whilst attending the Club’s ticket office, (or such other location from which the Club sold you Membership);

“Booking Form” the form sent to you, identifying you, setting out the payment terms in respect of your Membership or if you are ordering your Membership via phone, all of the foregoing details as confirmed to you by our sales staff;

“Catering Supplier” the catering supplier appointed by the Club from time to time through agreement with the Owner and Operator;

“Club” West Ham United Football Club Limited;

“Club London Area” the area within the Stadium that contains both the Club London Seating Areas and Club London Lounges;

“Club London Seating Areas” areas of the inner bowl of the stadium that contain seats facing the field of play.

“Club London Lounge(s)” the hospitality lounges that are located in the west of the Stadium;

“Club London Seat(s)” the seat (or seats) in the Club London Area to which the Agreement relates;

“Commencement Date” the date on which your first payment for your Membership is received by the Club;

“Competitions” the Premier League, the Football League, the Football Association Challenge Cup and the Football League Cup Competition;

“Competent Authority” any supranational, statutory national, local or municipal government body, agency, court, department, official or public or statutory person, police, or other authority in any jurisdiction having authority over the Parties (or any one of them) or having responsibility for the regulation or governance of any aspect of the performance of these Terms and Conditions (including, without limitation, each of the Football Authorities).

“Deposit” the deposit set out in the Booking Form payable you to the Club in relation to Membership;

“Dress Code” such dress code as the Club, in its discretion, may reasonably impose on the Member from time to time. A copy of the dress code which applies to the Club London Areas is available via the club website at www.whufc.com;

“First Team” the first XI men’s football team representing the Club;

“Football Authority” any or all of The Premier League, Football Association, the Football Association of Wales, FIFA, UEFA and any other relevant governing body of association football;

“Ground Regulations” the Club’s ground regulations applicable to the Stadium, as amended from time to time in the Club’s sole discretion, which will be displayed at the Stadium and can be found [HERE](#) and which are incorporated into the Agreement;

“Home Matches” all home football matches to be played by the First Team at the Stadium during any Season in any of the Competitions. For the avoidance of doubt, a “Home Match” does not include: (i) any semi-final or final (or replay thereof) played at the Stadium in any of the Competitions (whether or not the First Team plays in such match) where the reason that such match is being played at the Stadium is that the Stadium has been chosen by the relevant football authority organising that Competition as a neutral venue to host that match; or (ii) any other friendly or international matches whether involving the First Team or otherwise;

“Late Payment” has the meaning set out in clause 5.7 of these

Club London Terms and Conditions;

“Laws” all present and future laws, ordinances, orders, rules and regulations (whether statutory or otherwise and including health and safety requirements) governing the Stadium and the Club London Area and/or its use pursuant to the Agreement;

“Home Match Dining Package” a pre-booked dining package for an individual Home Match in a Club London Area restaurant;

“Member (or “you”)” the person, individual, company, limited partnership or any other recognised legal entity who joins Club London by signing the Booking Form;

“Membership” membership of Club London;

“Monthly Fee” the cost of Membership and (payable subject to the terms and conditions of individual finance agreements with the Preferred Payment Provider) in monthly instalments by deducting amounts via direct debits from your nominated account;

“Owner” E20 Stadium LLP of 1, Stratford Place, Montfichet Place, London E20 1EJ;

“Operator” LS 185 Limited of London Stadium, Queen Elizabeth Olympic Park, London E20 2ST;

Multi-year Package: Membership for the number of consecutive Seasons set out in the Booking Form;

“Preferred Payment Provider” the third party finance company that offers the ability to finance the cost of Membership by Monthly Fees;

“Privacy Policy” the Club’s policy from time to time in force for dealing with each Member’s personal information, the current version of which is available to view on the Website;

“Regulations” the provisions from time to time of the general safety certificate applying to the Stadium, the bye-laws, rules, regulations, orders, directions, codes of practice and other guidelines of the London Borough of Newham, the Metropolitan Police Service, the London Fire Brigade, the Footballing Licensing Authority, The FA Premier League Limited, The Football Association Limited (FA), the Federation Internationale de Football Association (FIFA), the Union des Associations Européennes de Football (UEFA), the European Commission and any other authority or organisation that has jurisdiction or authority in relation to the holding of Home Matches from time to time;

“Relevant Times” two (2) and ½ hours prior to the scheduled kick off time for each Home Match and one (1) hour 15 minutes after the final whistle for each Home Match. The Club reserves the right to alter the foregoing times, at its discretion;

“Season” the football season, usually (but not exclusively) from and including 1st August in a particular year up to and including the 31st July in the immediately following year;

“Seasonal Dining Package” a pre-booked dining package in a Club London Area restaurant for the first twenty two (22) Home Matches of the relevant Season;

“Season Ticket” a ticket entitling a person to attend certain Home Matches of the Club taking place during the Season and to have use of the Club London Area and the Club London Seat(s), subject to these terms and conditions;

“Season Ticket Term” the duration of the Agreement, starting on the Commencement Date and ending at the end of the Season unless terminated earlier in accordance with these terms and conditions;

“Season Ticket Terms” the season tickets terms and conditions governing the purchase of a Season Ticket as amended from time to time and which can be found [HERE](#);

“Seat Category” the applicable category of Club London Seat;

“Stadium” the stadium known as the “Olympic Stadium” or “New Stadium” that is located at Queen Elizabeth Olympic Park, London, E20 2ST or such other ground at which the Club has the right to play Home Matches;

“Ticket(s)” any ticket, voucher, booklet, card or other such entry materials which are provided by the Club to you to enable you to

exercise the benefits of your Club London Membership;

“Ticket Exchange” the Club’s authorised ticket resale facility, which provides an online secure service for you (and other holders of a Ticket) to exchange tickets to games played by the Club with other members of the Club and, where permitted by the Club from time to time, other supporters of the Club;

“Ticket Holder” any person other than you who is in possession of a Ticket made available to them by you under the Agreement (and, for the avoidance of doubt, for no charge or other commercial gain to you); and

“Website” the Club’s website at www.whufc.com.

