

## TERMS & CONDITIONS

The Club's Memberships, Season Tickets and Match Tickets are non-refundable in the event of unforeseen circumstances such as poor weather, issues we deem to be detrimental to the Health & Safety of our staff, coaches and players, or if we are delayed or prevented in performing our obligations by an event of force majeure.

Prices are subject to change at the discretion of the Directors.

1. If you are a consumer then references in these Terms and Conditions to "you" are to the individual purchasing a Membership, Season Ticket or Match Ticket from the Club for private and non-commercial purposes. If you are a business, references in these Terms and Conditions to "you" are to the business that you have the authority to bind in accordance with paragraph 1.2.

1.2 If you are NOT a consumer:

(A) you confirm that you have authority to bind any business on whose behalf you are purchasing the Membership, Season Ticket or Match Ticket;

(B) these Terms and Conditions, the Terms and Conditions of Entry and the Ground Regulations (together the "Agreement") constitute the entire agreement between you and the Club and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the Club, whether written or oral, relating to its subject matter;

(C) you acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement; however, nothing in this section shall exclude liability for either party's fraudulent misrepresentation.

### **2. FAILED OR MISSED PAYMENTS**

2.1 You must make any monthly payment due in cash or cheque if your credit/debit card payment fails.

2.2 You must add a new credit/debit card to your account on expiry or failure of your primary payment card.

### **3. SUSPENSION OR CANCELLATION**

3.1 The Club may suspend or cancel the Membership Card (and all associated benefits), Season Ticket or Match Ticket in the event of you, or any other person occupying a seat purchased by you, being ejected or banned from Leasing.com Stadium or any other sports ground anywhere in the world, breaching any of the Terms and Conditions of Entry or any other of these Terms and Conditions, or in the event of any abusive, dangerous or other unacceptable behaviour by you.

3.2 In the event of the suspension or cancellation of your Membership, Season Ticket or Match Ticket under paragraph 13.1 above, the Club will be under no obligation to refund the Fees paid by you (or any part thereof) to the maximum extent permitted by law will have no other liability in connection therewith.

3.3 If the Club has reasonable grounds to suspect that you have searched for, reserved, bought or otherwise obtained match tickets with the intention of selling or transferring any such tickets in breach of these Terms and Conditions, the Club may suspend or cancel the Membership Card (and all associated benefits) and / or Season Ticket without payment of any refund of the Fee to you. The Club may also cancel any match tickets purchased without payment of any refund of the match tickets. If you have any queries about this, you may contact Macclesfield FC.

3.4 Any tickets purchased (including Season Tickets), or used in relation to, any Membership, shall be used subject to the Terms and Conditions of Entry relevant to that ticket.

3.5 Nothing in these Terms and Conditions shall constitute or imply that you have any guarantee of entitlement to any ticket, seat or access to any area of the Leasing.com Stadium for any match or matches.

3.6 The Club will notify you from time to time, by way of notice in the match day programme or on the Website, of the availability of any home match day tickets for purchase by the relevant category of Member and also the manner or system which must be followed by you in order to purchase any such tickets. The Club may impose any limitations or restrictions on the means of purchase of any such tickets as it may, in its discretion, determine, whether for any particular match or matches or otherwise.

3.7 Without limitation, the Club reserves the right to vary the benefits provided to you and the manner or system by which match tickets are sold. The Club will use reasonable endeavours to provide reasonable notice to you in the match day programme or through the Website or by email relating to changes to the manner or system by which match tickets are sold.

3.8 The Club may suspend or cancel the Membership Card (and all associated benefits), in the event of any misuse of the Membership Card by you or any recipient of the Membership Card, including where you transfer, or attempt to transfer, any rights to use the Membership Card, or any match day ticket purchased using the Membership Card, to any other person, in each case save as permitted pursuant to paragraph 3.2 of these Terms and Conditions.

3.9 You agree to conduct yourself in a manner befitting a representative of the Club and will not do anything or procure that anything be done which might bring the name or reputation of the Club into disrepute. You must ensure that any Memberships, Season Tickets and Match Tickets you purchase are used responsibly.

3.10 Any Member, acting alone or with others, whose conduct, or incitement of others, results in disciplinary action being taken against the Club shall be both individually and collectively responsible and liable to the Club for any loss the Club thereby suffers. The Member shall also be both individually and collectively responsible and liable to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to a match using the Membership Card, Match Ticket or Season Ticket with the Member's permission.

#### **4 LOST & STOLEN MEMBERSHIP CARDS AND SEASON TICKETS**

4.1 The Club is not responsible for any Membership Card or Season Ticket which is lost, stolen, defaced, damaged or destroyed. If the Membership Card or Season Ticket is lost, stolen, defaced, damaged or destroyed, a duplicate Card may be obtained by you, at the Club's discretion, upon payment by you of a non-refundable administration fee of £10.00 at the Club's match day ticket office or as otherwise directed by the Club from time to time. The Club reserves the right to withdraw this duplicate Card facility without notice.

#### **5. PRIVACY & MEDIA**

5.1 By entering the Leasing.com Stadium, you (for yourself and on behalf of any guest of yours) acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of you/any guest of yours and may also be used, by way of example and without limitation, in televised coverage of the game or by the Club, any other Club Group Company and/or any Football Authority or others (including commercial partners and accredited media organisations), in perpetuity, by way of any present or future media, for marketing, editorial, training or promotional purposes or any other purpose deemed reasonable by the Club.

5.2 All persons attending matches at the Leasing.com Stadium acknowledge that the matches are public events. The appearance and actions of the persons attending inside and in the perimeter of the Leasing.com Stadium are public in nature and all persons attending agree that they shall have no expectation of privacy with regard to their actions or conduct at the Leasing.com Stadium.

5.3 Further to clause 5.2 above, if you (or any guest of yours) are under 18 years of age, the parent, guardian or responsible adult who is accompanying you/them into the Leasing.com Stadium shall be deemed to have provided consent on your/their behalf.

5.4 If you (or any guest of yours) is under 16 years of age, your/their parent(s) and/or guardian(s) are also responsible for your/their actions, conduct and compliance with these Terms and Conditions.

## **6. CANCELLATIONS**

6.1 To cancel a Membership or Season Ticket, please contact us via email at [info@macclesfieldfc.com](mailto:info@macclesfieldfc.com) stating your name, contact number, address and your reason for leaving. Please note you need to give a months notice to cancel. You may still attend during this notice period.

6.2 You have 7 days to confirm your cancellation and all outstanding balances must be cleared.

## **7. GENERAL**

7.1 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. Any such changes will be notified to you in the match day programme or through the Website.

7.2 The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect.

7.3 If you are a consumer, you have legal rights in relation to goods that are not fit for purpose and services that are not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.

7.4 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your Membership, Season Ticket and Match Ticket and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) will be governed by English law. You and the Club both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

7.5 If you are a business, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. You and we both irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).

7.6 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions, the documents referenced herein or by law shall not constitute a waiver of that right, power or remedy.

## **8. DEFINITIONS**

8.1 In these Terms and Conditions: "Club" means Macc Football Club Limited, a company registered in England and Wales under company number 12931817 and with its registered office at 125 London Road, Macclesfield, Cheshire. SK11 7SP.

8.2 "Member" means a person who is registered through any of the Club's Official Membership schemes.

**The use of Memberships, Season Tickets and / or Match Tickets are conditional upon the above Terms & Conditions being adhered to at all times**