

## **2025/26 Season Tickets**

### **Conditions of Issue**

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#### **Definitions**

In these Conditions of Issue the following words and phrases shall have the following meanings:

“Club” means Middlesbrough Football & Athletic Company (1986) Limited.

“Conditions of Issue” means these terms and conditions governing the issue and use of a Season Ticket.

“Cup Match(es)” any competitive football match, save for League Matches, which is organised by the Club and played by the team at the Ground save for matches played behind closed doors.

“Digital Season Ticket” means a digital season ticket held within the Apple Wallet or Google Wallet on the Season Ticket Holder’s Smart Device using near-field communication technology or other such technology as the Club may deem appropriate from time to time to access the Ground.

“Football Authority” means each of the Premier League, The English Football League, The Football Association, FIFA, UEFA and other relevant governing body of association football.

“Ground” means the Riverside Stadium or such other stadium as the Club may relocate to on a permanent or temporary basis during the Season.

“Ground Regulations” means those ground regulations issued by the Club or the relevant Football Authority from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are available on the Club’s website, [www.mfc.co.uk](http://www.mfc.co.uk) or upon request from the Ticket Office).

“Guest” means a relative, friend or colleague who is not excluded from the Ground due to breach of the conditions included in Section 9 or otherwise and would be entitled to purchase a Season Ticket in their own right under the Terms & Conditions of Entry.

“League” means the league competition of the relevant Football Authority in which the Club is playing during the Season.

“Match(es)” means any League match in which the Club participates and that takes place at the Ground during Season 2025/26. For the avoidance of doubt this does not include any League play-off fixtures or Cup Matches or any matches to be played as friendly or matches to be played behind closed doors.

“Material” means any audio, visual or audio-visual material or any information or data.

“Season” the period from the Club’s first competitive Match of the League within which it is competing to the date of the Club’s last competitive Match of the season to which the Season Ticket applies.

“Season Ticket” means any Season Ticket smartcard or paper replacement or any Digital Season Ticket (and/or any rights arising out of or in connection with any of the foregoing) for admission to Matches.

“Smart Device” a smartphone or watch capable of downloading the Digital Season Ticket for use.

“Spectator Code of Conduct” means the spectator code of conduct in place at the Ground from time to time.

“Terms & Conditions of Entry” means each of the rules and regulations of any Football Authority; the Ground Regulations; the Conditions of Issue and the Spectator Code of Conduct (all of which are available from the Club on request from Supporter Services; the Ground Regulations, Conditions of Issue and Spectator Code of Conduct are also available via the Club website at [www.mfc.co.uk](http://www.mfc.co.uk)).

## **1. Issue of Season Ticket**

- 1.1 The issue of a Season Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.
- 1.2 Season Tickets are for the use of supporters of the Club only. By applying for a Season Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club.
- 1.3 Supporters aged Under 14 years must be accompanied by an adult (aged 18 years or over) from entry and for the duration of every Match they attend in accordance with Section 2.14 of this document.
- 1.4 In the event that you purchase a Season Ticket via a finance plan, this finance arrangement will be made between you and a third party finance provider in an independent contract between you and the third party finance provider. Our current finance provider partner is Secure Trust Bank via the V12 Retail Finance Limited Portal. You will be directed to the V12 Retail Finance Limited Portal to complete the application form. Approval is at the sole discretion of Secure Trust Bank and any agreement entered into will be subject to Secure Trust Bank terms and conditions and in accordance with the Secure Trust Bank privacy policy. The Club will not assist with any applications for finance and is not party to any finance arrangement.
- 1.5 In the event that you purchase a Season Ticket via the 4The Boro Payment Plan and you fail to pay any of the instalments on the agreed dates, you will be liable to pay the full price on demand by the Club. Failure to make timely payment may result in you being refused a Season Ticket and/or the right to pay for such via a payment plan in the future together with a loss of all Season Ticket benefits including early bird renewal prices in the future.
- 1.6 You are responsible for the use of your Season Ticket at all times. You must retain your Season Ticket for the duration of the Match and produce your Season Ticket for inspection upon request.
- 1.7 The Club reserve the right to introduce and apply such policies and procedures as they see fit in their absolute discretion to the issue of Season Tickets including for the avoidance of doubt the eligibility criteria for concessionary or otherwise non-standard season tickets.
- 1.8 To use a Digital Season Ticket for entry to the Stadium you will be required to download the Digital Season Ticket to your Smart Device prior arrival at the Ground. You are responsible to ensure that:
  - (a) the Digital Season Ticket is properly downloaded and displayed correctly on your Smart Device
  - (b) the Smart Device screen allows full view of the Digital Season Ticket for the purpose of scanning and checking

- (c) your Smart Device is sufficiently charged for the duration of the Match in order that Digital Season Ticket can be checked if requested.
- 1.9 If multiple Digital Season Tickets are downloaded onto one Smart Device, all Season Ticket holders will be required to enter the Ground together in order that all Digital Season Tickets be scanned on entry.
- 1.10 In the event that you are unable to download or display your Digital Season Ticket for entry to a Match, the Club may issue a paper replacement ticket in respect of that Match. You will need to go to the Ticket Office to request a paper replacement ticket which shall be issued (at the Club's discretion) subject to you providing acceptable photo ID.
- 1.11 Failure to download and/or display the Digital Season Ticket in accordance with the above may result in you being refused or delayed entry to the Ground.

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

- 2.1 By purchasing and/or holding a Season Ticket and/or using a Season Ticket to gain or attempting to gain access to the Ground, you:
  - 2.1.1 acknowledge that you are responsible for deciding whether or not you should attend any Match and, prior to attending each Match, certify that you have carried out a personal risk assessment based on your own age and health; and
  - 2.1.2 (a) certify that you have read, understood and accepted;  
(b) agree to be bound by and to comply with; and  
(c) agree to bring to the attention of others, as required below,  
the Terms & Conditions of Entry.
- 2.2 A Season Ticket permits you to occupy at the Match the seat indicated on the Season Ticket (subject to clauses 2.3 and 2.4) which shall be allocated at the Club's sole discretion. For the avoidance of doubt, you must not sit in any seat other than the one allocated to you. All access to the Ground pursuant to a Season Ticket shall be for the purposes of private enjoyment of the Match only, not for commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 2.3 The Club reserves the right to allocate to you, prior to or during the Season, such other alternative seat as the Club may decide using its reasonable discretion. In particular, you acknowledge that in the event of reduced Ground capacity during the 2025/26 Season you may be allocated a seat in a different part of the Ground than you selected at point of sale, which shall be at the sole discretion of the Club.
- 2.4 The Club takes the safeguarding of all persons at the Ground seriously. The Club reserves the right to relocate a Season Ticket to any alternative seat as the Club may decide using its reasonable discretion or cancel, suspension, withdraw the Season Ticket. In the event of any cancellation, suspension or withdrawal in accordance with this clause 2.4, no refund shall be payable to the holder in respect of any games missed through suspension or any unexpired portion of the Season Ticket.

- 2.5 Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket or any other seat in any subsequent season or at any other match to which you purchase tickets including Cup Matches or friendlies.
- 2.6 A Season Ticket permits you to access and egress the stand and utilise any communal facilities to be made available and the toilet facilities in the concourse area allocated to the seat indicated on the Season Ticket (or such other seat as decided by the Club). Movement to another stand or concourse area is not permitted except in an emergency and when directed by a steward or police officer.
- 2.7 Save as set out in clause 2.8 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the relevant Football Authority and/or the Club and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the relevant Football Authority, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the relevant Football Authority) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to such relevant Football Authority absolutely and with full title guarantee.
- 2.8 Mobile telephones and other mobile devices are permitted within the Ground, PROVIDED THAT (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured, logged, recorded, transmitted, played, issue, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites or social media platforms.
- 2.9 Save for official Club 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, marketing, defamatory or offensive materials.
- 2.10 You shall not offer or distribute (either free or for sale by any person) within the Ground 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 clause 2.6 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, subject to the prior written consent of the Club being obtained.
- 2.11 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms & Conditions of Entry.

- 2.12 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with any COVID-19 or other public health related measures in place at the Ground from time to time.
- 2.13 Without prejudice to the representation at clause 1.2 above, and in light of the Season Ticket holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Away Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.
- 2.14 The Club takes its responsibility for the safeguarding of children seriously. The age of children attending matches unattended at the Ground is 14 years of age, therefore any supporter aged 13 years or under must be accompanied by, and seated with, a qualifying adult, parent or guardian (age 18 years and over).
- 2.15 You attend Matches at the Ground at your own risk and will not hold or seek to hold the Club, its officers, employees, contractors and/or agents responsible for any injury, damage, loss, cost or expense whatsoever suffered as a result of your attendance at any Match (for example as a result of being inadvertently hit by a ball). This does not affect your statutory rights in the event that such injury, damage, loss, cost or expense is proven to be a direct result of negligence of the Club. The Club may from time to time advise of further risks of which they are aware.

### **3. Use of Season Ticket**

- 3.1 Season Tickets are issued for your personal use and you shall not resell, dispose of, assign transfer or lend or otherwise deal with the Season Ticket or the benefit of it to any other person save as set out in the Conditions of Issue. Further you shall not use the Season Ticket for any commercial purpose. The reference to reselling the Season Ticket includes reference to offering to sell a Season Ticket (including, without limitation, via any website, social media platform or online auction site), exposing a Season Ticket for sale, making a Season Ticket available for sale by another person and advertising that a Season Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Season Ticket 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 or disposed of in any other way, save as expressly authorised by the relevant Football Authority or the Club.
- 3.2 Digital Season Ticket holders can forward their ticket for a single match ("Match Loan") to a person within their "My Friends & Family" network linked within their Digital Account ("Attendee") for a match they cannot personally attend subject to the following:
- (a) only persons in the Digital Season Ticket holder's "My Friends & Family" network shall be entitled to benefit from a Match Loan and for the avoidance of doubt you cannot loan, transfer, lend, sell or otherwise dispose of your Digital Season Ticket to anyone outside of your "My Friends & Family" network
  - (b) the Match Loan is subject to the Terms and Conditions of Entry which will continue to apply to the Digital Season Ticket holder and shall apply to the Attendee and their use

of the Digital Season Ticket as if he/she was the original purchaser of the Season Card for the purpose of the Match Loan

- (c) the use of a concessionary Digital Season Ticket in respect of the Match Loan must be within the same age/concession category to which the Digital Season Card is assigned save where the Digital Season Ticket holder pays to the Club (in advance of use by the Attendee) any additional ticket price in respect of the use of the Digital Season Ticket by an Attendee to whom the concessionary/age category does not apply and the provisions of clause 3.3 shall apply
- (d) the Attendee requires a replacement paper ticket to obtain entry to the Ground
- (e) the Digital Season Ticket shall be inactivated for the match to which the Match Loan applies.

3.3 All concessionary Season Cards must be used by a person of the age/concession category to which the Season Ticket is assigned in accordance with Clause 6. In the event of a person entering the Ground, or attempting to enter the Ground, with a concessionary Season Ticket for which he/she does not qualify the Season Ticket and relevant Season Ticket purchasing account will be suspended in accordance with Club policy and no refund will be given. In these circumstances the Club reserves the right to refuse admission to or eject the offending persons from the Ground. The Club shall have the right to terminate the Season Ticket without liability and the Season Ticket holder may be refused future access to the Ground at the Club's discretion. Further, any Access Card is only valid if the disabled person is present at the time and point of entry and throughout the duration of the Match.

3.4 A designated family area, the Generation Red Family Zone (the "Family Zone"), is available in the East Stand when the normal Ground capacity is available. It is recommended as an enjoyable area for any families, in particular new family spectators, to watch the match. Season Ticket are only available to family groups. Family groups may consist of a maximum of three children to one adult, or a maximum of two adults to one child. The Club shall be entitled to relocate the Season Ticket to another part of the Ground without further notice to the Season Ticket holder if the family group ratio changes from that stated above and the Season Ticket holders may be required to pay to the Club an increase in price in respect of the relocation for the remainder of the Season.

3.5 Save for a Match Loan in respect of a Digital Season Ticket in accordance with clause 3.2 above, You may only resell or transfer the Season Ticket to another person (Transferee) with the express written consent of the Club given at the Club's absolute discretion. A maximum of one resell or transfer (if authorised by the Club) will be permitted during the 2025/26 Season. No such resale or transfer will be permitted except where the same takes place in respect of the remainder of the Season and in consideration of no payment or benefit in excess of the pro-rata value of the Season Ticket for entry to the remaining Matches 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 Transferee is hereby provided to be subject to the Terms and Conditions of Entry which will (save for any rights to transfer under this clause) apply to that Transferee and their use of the Season Ticket as if he/she was the original purchaser of the Season Ticket (and you must inform the Transferee of this).

3.6 The unauthorised sale or disposal of tickets (including Season 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 if it becomes aware that Season Tickets are being sold or disposed of illegally and will press charges against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed a ticketing offence, we will notify the relevant Football Authority who may in turn notify other Premier League/Football League Clubs and/or the relevant law enforcement authorities. The information that we share may include your personal data, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticketing offences and disorder at matches.

- 3.7 From time to time, at the discretion of the Club and subject to compliance with Government rules regarding stadium capacities, Season Ticket holders may be entitled to purchase an additional Match ticket for a Guest. Any additional Match tickets purchased in accordance with this clause 3.6, shall not be offered for resale for whatever reason or by whatever method. In the event that such tickets are resold in breach of this clause then the provisions of Clause 3.14 shall apply.
- 3.8 The Season Ticket 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 Ticket at any time.
- 3.9 Unless seated in a licenced area with independent barriers, you must remain seated at all times the Match is in play
- 3.10 The Club has introduced licensed areas within the Ground with independent barriers where supporters in these areas only are permitted to stand during the Match subject to their strict compliance with the following:
  - 3.10.1 You are entitled to stand in front of your allocated seat only
  - 3.10.2 You must at all times comply with these Conditions and behave respectful towards other supporters and Club staff.
  - 3.10.3 You must not:
    - 3.10.3.1 stand in gangways or on the stairs or cause obstruction or nuisance to any other person
    - 3.10.3.2 follow the instruction of stewards and other Club personnel
    - 3.10.3.3 stand or climb on the barriers or seats
    - 3.10.3.4 move around the seating area unless you are going to or from your seat to the concourse

Non-compliance with the above may result in you being ejected from, the Ground and/or the cancellation, suspension or withdrawal of this Season Ticket. In the event of any cancellation, suspension or withdrawal in accordance with this clause 3.10, no refund shall be payable to the holder in respect of any games missed through suspension or any unexpired portion of the Season Ticket.

- 3.11 You must only sit in the seat allocated to you and must not move or change seats for any reason unless requested to do so by Club staff.
- 3.12 You must avoid any non-essential movement around the Ground.
- 3.13 You must at all times be respectful to others, follow signs and obey instructions from Club stewards and PA announcements. The Club has a zero-tolerance approach to abuse and harassment of any kind.
- 3.14 Any Season Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Any person seeking to use a Season Ticket in breach of the Terms and Conditions of Entry in order to gain entry to the Ground or remain at a Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation, suspension or withdrawal of this Season Ticket. In the event of any cancellation, suspension or withdrawal in accordance with this clause 3.14, no refund shall be payable to the holder in respect of any games missed through suspension or any unexpired portion of the Season Ticket. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorised use of the Season Ticket.

#### **4. Changes to Dates, Refunds & Exchanges**

- 4.1 The price of a Season Ticket, in whole or in part, is non-refundable. All home, away and hospitality match tickets are also non-refundable.
- 4.2 No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The dates and/or kick off times of all matches during a season are subject to change for any reason including, without limitation, rearrangement due to television broadcasting or cup competition requirements or on the advice or imposition of any Governing Body or regulatory or government body. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Your Season Ticket will enable you to attend the re-arranged Match.
- 4.3 The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 4.4 In the event at any time during the 2025/26 Season, that any Match(es) are played behind closed doors or are cancelled (excluding postponement and abandonment), and/or the capacity of the Ground is restricted below the total number of Season Tickets sold, the Club shall in its absolute discretion determine who shall be given priority for allocation of a seat for any Match (where not played behind closed doors) and what will constitute a reasonable alternative to the use of the Season Ticket for a particular Match(es).

#### **5. Concession Pricing**

- 5.1 To qualify for an Under 18 or Under 11 concession Season Ticket, the applicant must be under the relevant age on August 1st of the season for which the concession Season Ticket applies. For the avoidance of doubt, anyone who has their 11<sup>th</sup> or 18th birthday on August 1st does not qualify for the concession.

- 5.2 The Under 11 concession Season Ticket is limited to three Under 11 concession Season Tickets per one full paying adult Season Ticket holder. The Season Tickets must be used together to qualify for the Under 11 Season Ticket entitlement and the Under 11 Season Ticket holder must be at all time accompanied by, and seated with, an adult Season Ticket holder.
- 5.3 Non-attendance by the Under 11 Season Ticket holder, within the Family Zone, at three consecutive Matches may, at the Club's discretion, invalidate the Under 11 Season Ticket and the adult Season Ticket holders entitlement to sit in the Family Zone (if applicable) and the Club shall be entitled to relocate the adult Season Ticket to another part of the Ground without further notice to the Season Ticket holder and the Season Ticket holder may be required to pay to the Club an increase in price in respect of the relocation for the remainder of the Season.
- 5.4 To qualify for an 18 – 21 concession Season Ticket the applicant must be at least 18 years of age but less than 22 years of age on August 1st of the season for which the concession Season Ticket applies. For the avoidance of doubt, anyone who has their 21st birthday on August 1st does qualify for the concession.
- 5.5 To qualify for an Over 65 concession Season Ticket, the applicant must be 65 years of age or older on August 1<sup>st</sup> of the season for which the concession Season Ticket applies.
- 5.6 The Club reserves the right to carry out spot checks on the compliant use of Season Tickets. We advise you to bring relevant identification documents to the Matches, including proof of entitlement to any concessionary ticket.

## **6. Disabled Supporters**

- 6.1 The Club operates under the Equality Act 2010 (as stated at Clause 14) and will seek to accommodate all disabled supporters in accordance with their needs and the Club policies from time to time at Disabled Supporters - Middlesbrough FC.
- 6.2 In the event that the relevant eligibility criteria in respect of a reasonable adjustment does not apply for the full duration of a Season, the Season Ticket holder must immediately inform the Club.

## **7. Lost or Stolen Season Tickets**

- 7.1 In order to gain admission to the Ground the Season Ticket must be presented in its entirety at every Match.
- 7.2 In the event that you forget your Season Ticket 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 match-day duplicate ticket is issued, the Club may require payment of a non-refundable administration charge of £2 per Season Ticket.
- 7.3 If, in the Club's opinion, a Season Ticket is damaged, lost, stolen or destroyed, a duplicate Season Ticket shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge of £10 per Season Card. In making its decision, the Club shall be entitled to call for all reasonable evidence of the need for a replacement Season Ticket, for example but not limited to a police crime reference number in the event that a Season Ticket is stolen, or a copy of the damaged Season Ticket. Only one duplicate Season

Ticket will be issued to you per season and you will be required to sign a document confirming that the original Season Ticket is damaged, 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. In the event that the original Season Ticket is damaged or is lost and then found after the duplicate is issued you must immediately return the original Season Ticket to the Club.

- 7.4 If the Ground entry system shows your Season Ticket has accessed the Ground in respect of a Match, the Club will not under any circumstances issue a duplicate ticket for the Match to grant you or any other person access to the Ground. It is your responsibility to securely retain your Season Ticket and prevent use of the Season Ticket other than in accordance with the Terms & Conditions of Entry.

## **8. Change of Contact Details**

- 8.1 If you change any of your contact details during the Season you must notify the Club as soon as reasonably practicable either by updating your details in your digital account, in writing to Ticket Office, Middlesbrough FC, Riverside Stadium, Middlesbrough, TS3 6RS or by email to [ticket@mfc.co.uk](mailto:ticket@mfc.co.uk).
- 8.2 It is your responsibility to ensure that your digital account is linked to the correct ticketing account which is required for updating your details and for ticket purchases.

## **9. Cancellation, Withdrawal & Suspension of Season Card**

- 9.1 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 & Conditions of Entry (including by a personal assistant or Guest using a Season Ticket or other match ticket associated to your account) to cancel, suspend or withdraw your Season Ticket (and the Season Ticket or other match ticket of any personal assistant or Guest). In the event of such cancellation or suspension no refund will be paid in respect of any Match(es) missed or any unexpired portion of the Season Ticket(s). Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms & Conditions of Entry:

9.1.1 failure to comply with any of the provisions of the Spectator's Code of Conduct

9.1.2 smoking or vaping in the Ground

9.1.3 being (or appearing to be) intoxicated through drink and/or drugs

9.1.4 persistent standing in seated areas whilst the Match is in progress (unless seated in a licenced area with independent barriers)

9.1.5 failure to comply with the provisions of clause 3.10 in the areas with independent barriers at the Ground

9.1.5 encroaching onto the pitch or adjacent areas without permission and/or failing to prevent a child you are responsible for at the Match from encroaching onto the pitch or adjacent areas without permission

9.1.6 carrying and/or using a pyrotechnic or firework device at the Ground or any other football stadium or match, or failing to prevent a child you are responsible for carrying and/or using a pyrotechnic or firework device at the Ground or any other football stadium or match

9.1.7 sale or transfer (save as permitted) of this Season Ticket to any person

9.1.8 the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive, racist or discriminatory

9.1.9 deliberate misuse of the Season Ticket

9.1.10 the supply of any misleading or incorrect information in any application

9.1.11 persistent swearing or offensive behaviour during the Match

9.1.12 the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse

9.1.13 bringing to the Ground, into the Ground (or using within the Ground): alcohol (except that purchased from the Club in the Ground and consumed in designated areas) illegal drugs, other illegal substances, fireworks, firecrackers, smoke canisters, air horns, flares, laser devices, bottles, glass vessels or any item that might be used as a weapon or compromise public safety

9.1.14 concession or other Season Ticket abuse or non-compliant access to the Ground

9.1.15 whether at the Ground, or, travelling to or from a Match:

9.1.16.1 the use of foul, obscene, offensive, abusive and/or racist or discriminatory language and/or gestures

9.1.17.2 the chanting of anything of an indecent, offensive or racist or discriminatory nature

9.1.18.3 fighting or engaging in and/or inciting violence

9.1.19.4 inappropriate, offensive, abusive or criminal behaviour (at the Ground or otherwise)

9.1.20 any misrepresentation in relation to clause 1.2;

9.1.21 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 Ticket;

9.1.22 damage to or theft of property;

9.1.23 threats to or assault, including verbal assaults, on Club personnel and agents of the Club at any time, location or by any means;

9.1.24 harassment, sexual harassment, abuse or disrespect of Club personnel or other persons at any time, location or by any means

9.1.25 acting in an anti-social, offensive, abusive or criminal manner whether in the Ground or elsewhere;

9.1.26 use of a Season Ticket by a person to whom the card has not been issued unless covered by the provisions outlined in 3.1 and 3.2;

9.1.27 failure to provide accurate and up to date contact details.

- 9.2 The Club may conduct security searches where it has reason to believe that any of the breaches set down in 8.1 has either occurred or may occur.
- 9.3 If a Season Ticket holder is not 18 years old or over, their parent(s) and/or guardian(s) are responsible for their actions, conduct and compliance with the Terms and Conditions of Entry. Where a parent or guardian is responsible for a child who commits one of these offences, they could also be refused entry to or be ejected from the Ground or face an immediate ban.
- 9.4 For the avoidance of doubt, the Club in conjunction with The FA, the EFL and the Premier League, will issue an automatic ban for anyone who encroaches onto the pitch without permission and who carries or uses a pyrotechnic or firework device at a football stadium. Where a parent or guardian is responsible for a child who commits one of these offences, they could also face an immediate ban. Such incidents will be reported to the police and may result in a permanent criminal record
- 9.5 The Club has a zero-tolerance approach to anti-social and/or abusive behaviour, harassment and/or sexual harassment towards Club staff and Match attendees at the Ground, and at any time (including non-match days) in person, or via telephone or online. All Match attendees, including Season Ticket holders, their personal assistant and Guests, must treat Club staff and other attendees with respect. The Club reserves the right to refuse admission to, or eject from, the Ground any person who acts (in the opinion of the Club) in an anti-social or abusive manner towards Club staff and/or Match attendees.
- 9.6 Without prejudice to any other remedies it may have the Club may in its absolute discretion suspend the use of your Season Ticket in circumstances where the Club have reason to believe that you have behaved in a manner which is contrary to the Club or any other club's rules or regulations and/or is deemed by the Club to have brought the Club in to disrepute.
- 9.7 In the event that your Season Ticket is withdrawn, cancelled or suspended 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 Ticket at its discretion and to notify any Football Authority, other football clubs and/or any relevant police force (if applicable) of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).
- 9.8 Where a Season Ticket is suspended or withdrawn, or the Season Ticket holder is excluded from attending Matches, all purchasing accounts in his/her name will be similarly suspended or withdrawn for the period of suspension/withdrawal. For the avoidance of doubt, the Season Ticket holder would not be entitled to purchase tickets for away matches or other Club matches. In the event that the Season Ticket holder has purchased home or away (including hospitality) tickets prior to the period of suspension or withdrawal for matches during the period of suspension or withdrawal, no refund shall be given and no access granted.
- 9.9 At its absolute discretion, the Club may suspend or withdraw a Season Ticket and all other purchasing privileges if the Season Ticket holder is arrested at (including outside and travelling to/from the venue) or ejected from any other football match, particularly, but not restricted to, our Club's away matches.
- 9.10 Any suspension, ban or withdrawal of purchasing privileges may continue indefinitely following the end of the season for which the Season Ticket was bought.

## **10. Filming, photography and taping**

- 10.1 All Season Ticket holders who enter the Ground 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 them and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club, the relevant Football Authority, or others (including commercial partners and accredited media organisations), and use of a Season Ticket to enter the Ground constitutes consent to such use.
- 10.2 All Season Ticket holders agree that the Matches for which Season Tickets have been purchased are public, and that their appearance and actions inside and in the perimeter of the Ground where a Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Matches.

### **11. Exclusion of Liability**

- 11.1 The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- 11.2 Neither the Football Authority nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (a) the position of the seat and/or (b) the actions of other spectators.

### **12. Discretionary Benefits**

- 12.1 The Club may from time offer discretionary benefits to Season Ticket Holders the exact terms of any such offer will be available for inspection under the Season Ticket section of the website ([www.mfc.co.uk](http://www.mfc.co.uk)) or on request at Ticket Office.

### **13. General**

- 13.1 The Club reserves the right to change these Conditions of Issue from time to time and shall notify you of such changes if they materially affect your rights as a consumer. This notification shall be made via the contact method indicated on your account preferences.
- 13.2 The invalidity or partial invalidity of any provision of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect. If any invalid, unforeseeable or illegal provision of these Conditions of Issue 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.
- 13.3 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided in these Conditions of Issue or by law shall not constitute a waiver of that right, power or remedy.
- 13.4 The Terms and Conditions of Entry constitute the entire agreement between the Club and the Season Ticket holder.
- 13.5 These Conditions of Issue shall be governed by and construed in accordance with the laws of England. The parties hereby submit to the exclusive jurisdiction of the Courts of England (including in relation to any non-contractual disputes or claims).

## **14. Equality**

- 14.1 The Club is committed to promoting equal opportunities by treating people fairly and with respect; by recognising inequalities exist; by taking steps to address them; and by providing access and opportunities for all members of the community. The Club will endeavour to eliminate discrimination on the basis of age, disability, sex, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, religion or belief, or sexual orientation. A copy of the Club's Equality & Diversity Statement of Commitment and Incident Reporting Procedure can be found on the Club website [www.mfc.co.uk](http://www.mfc.co.uk) or from Supporter Services.
- 14.2 The Club is committed to providing a working environment free from sexual harassment and ensuring all staff are treated, and treat others, with dignity and respect. Sexual harassment is any unwanted physical, verbal or non-verbal conduct of a sexual nature that has the purpose or effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Sexual harassment or victimisation of any member of staff, or anyone they come into contact with during the course of their work, is unlawful and will not be tolerated.

## **15. Data Protection**

- 15.1 We are committed to protecting your data and respecting your privacy. We aim to be clear when we collect your data and not do anything you wouldn't reasonably expect with your data. We handle and process data in accordance with the UK GDPR (and where applicable the EU GDPR), the Data Protection Act 2018 and the Club's Privacy Notice, a copy of which can be found on the Club website [www.mfc.co.uk/privacy-notice](http://www.mfc.co.uk/privacy-notice) or from Supporter Services, Riverside Stadium, Middlesbrough, TS3 6RS. This may include requiring photographic ID for those attending matches.