

Home Match Tickets- Terms and Conditions

1. Issue of Home Match Ticket

1.1. The issue of a Home Match Ticket and subsequent access to the Ground is subject to the Terms & Conditions.

1.2. Home Match Tickets are for the use of supporters of the Club only. By applying for the Home Match Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club and/or that you are not a supporter of the Visiting Club.

1.3. The Club may require you to provide proof of identity at any point in the application process for Home Match Tickets. Failure to comply with such request may result in the cancellation of your Home Match Ticket and a suspension from purchasing future Home Match Tickets.

2. Admission to the Ground

2.1. By purchasing and/or accepting and/or holding a Home Match Ticket and/or using a Home Match Ticket to gain access to the Ground, you: (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 and Conditions.

2.2. A Home Match Ticket permits you to occupy at the Match the seat indicated on the Home Match Ticket or such other alternative seat of equivalent value as the Club may allocate to you at its reasonable discretion. All access to the Ground pursuant to a Home Match Ticket shall be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).

2.3. Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Home Match Ticket in any subsequent Match or season.

2.4. Save as set out in clause 2.5 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 Premier League and/or the Club. In addition, the Club reserves the right to eject you from the Ground in circumstances where you breach this clause 2.4.

2.5. 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, issued, 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.

2.6. The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 2.4 above, or pursuant to clause 2.5 above, or otherwise) is hereby assigned to the Premier League, 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 Premier League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League absolutely and with full title guarantee.

2.7. Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use, wear, or display within the Ground any sponsorship, promotional or marketing materials.

2.8. 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 above 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.

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

2.10. Without prejudice to the representation at clause 1.2, above, and in light of the Home Match 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 Visiting 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.

2.11. No one aged 14 years and under will be allowed access to the Ground, unless accompanied by a responsible adult who must be over the age of 18.

2.12. Without prejudice to the representation at clause 2.9 above, in accordance with the Contract (Rights of Third Parties) Act 1999, any member club of the Premier League from time to time may enforce a breach of the Tragedy Chanting prohibition contained at paragraph 9 of the Ground Regulations accessible via [Terms and Conditions | BurnleyFC](#) relating to the banning

of individuals from stadia and/or locations owned, occupied or utilised by any other member clubs of the Premier League from time to time who have engaged in Tragedy Chanting.

3. Use of Home Match Ticket

3.1. Subject to clause 3.5, below, the Home Match Ticket is issued for your sole use, and you shall not sell, dispose of, assign, transfer or otherwise deal with the Home Match Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Home Match Ticket for any commercial purpose. The reference to selling the Home Match Ticket includes: (a) offering to sell a Home Match Ticket (including, without limitation, via any website or online auction site); (b) exposing a Home Match Ticket for sale; (c) making a Home Match Ticket available for sale by another person; (d) advertising that a Home Match Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that the Home Match Ticket may not be offered as a prize in any promotion or competition; (e) transferring, lending or selling a Home Match Ticket to any third party as part of a hospitality or travel package; and (f) giving (or offering to give) a Home Match Ticket to a person who pays or agrees to pay for some other goods or services (or offers to do so); all save as expressly authorised by the Premier League or the Club.

3.2. You may only sell or transfer a Home Match Ticket to a Guest with the express written consent of the Club given at the Club's absolute discretion or via the Club's approved ticket transfer processes. If you are unable to attend a Match, you are permitted to take one of the following actions:

3.2.1. put your seat up for sale through the Ticket Exchange. Full terms and conditions apply; or

3.2.2. transfer your seat to one of your Friends and Family members using Ticket Forwarding. Full terms and conditions apply.

3.3. Ticket transfers are only permitted in consideration of no payment or benefit in excess of the face value of a single ticket for that particular Match and provided further that such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such resale or transfer to any Guest is subject to the Terms and Conditions which will (save for any rights to transfer under this clause) apply to and bind that Guest as if he/she was the original purchaser of the ticket (and you must inform the Guest of this).

3.4. Where relevant, if the Home Match Ticket holder does not obtain written consent from the Club for the transfer of the Home Match Ticket, the Club reserves the right to refuse such Guest entry to the Ground. Written consent must be obtained by contacting the Club prior to attending the Ground.

3.5. The unauthorised sale or disposal of a Home Match Ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that a Home

Match Ticket has been sold, or disposed of illegally and will press for charges to be brought against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, we will notify the Premier League who may in turn notify other football clubs, event holders and/or the relevant law enforcement authorities. The information that we share may include your personal data, including your name, contact 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.

3.6. If more than one (1) Home Match Ticket is issued to you, one (1) Home Match Ticket must be retained by you, for personal use (subject to the provisions below) and the remainder may be transferred to your Guest(s) for his/her/their personal use only **PROVIDED THAT** such transfer takes place in consideration of no payment or benefit in excess of the face value of the Home Match Ticket, and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer to any Guest will be subject to the Terms and Conditions which will (save for any rights to transfer under this clause or any rights to a refund under clause 5.3 below) apply to and bind each Guest as if he/she was the original purchaser of the Home Match Ticket (and you must inform the Guest(s) of this). You will provide the name and address of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer. In the event that you and/or your Guest(s) are unable to use any Home Match Ticket then you may transfer that Home Match Ticket(s) to a natural person who is known to you personally and who would be entitled (under the Terms and Conditions) to purchase such Home Match Ticket and attend such Match **PROVIDED THAT** such transfer takes place in consideration of no payment or benefit in excess of the face value of the Home Match Ticket, and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer will be subject to the Terms and Conditions which will (save for any rights to transfer under this clause or any rights to a refund under clause 5.3 below) apply to and bind the transferee as if he was the original purchaser of the Home Match Ticket (and you must inform the transferee of this). You will provide the name and address of the transferee when asked to do so by any official, steward or employee of the Club and/or any police officer.

3.7. The Home Match 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 Home Match Ticket at any time.

3.8. Any Home Match Ticket obtained or used in breach of the Terms and Conditions shall be automatically void and all rights conferred or evidenced by such Home Match Ticket shall be nullified. Any person seeking to use a Home Match Ticket in breach of the Terms and Conditions 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 may have his/her Home Match Ticket cancelled or withdrawn.

3.9. In the event of any cancellation and withdrawal in accordance with clause 3.8, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of a Home Match Ticket.

3.10. Adult and junior Home Match Tickets are issued on the strict condition that adults cannot use the junior's Home Match Ticket. Further, Home Match Tickets for disabled supporters and their personal assistants are issued on the strict condition that the personal assistant may not use their personal assistant Home Match Ticket to attend a Match without the disabled supporter. The Club reserves the right to carry out frequent spot checks to enforce these rules.

3.11. For the avoidance of doubt you agree that you will only apply for, and shall only use, a Home Match Ticket for which you are eligible, and the Club reserves the right to refuse you entry and/or impose any other sanctions which the Club deems appropriate where the Club determines that you are using a ticket for which you are not eligible (for example, using a concession ticket as an adult, using a personal assistance ticket without accompanying a disabled supporter etc.).

3.12. If you leave the Ground at any time on the day of a Match, you will not be entitled to re-enter the Ground except where the Club expressly approves (in its sole discretion) such re-entry.

4. Safe Standing

4.1. The Club operates licensed standing in seated accommodation areas at the Ground as part of the UK Government's scheme on safe standing in conjunction with the Sports Grounds Safety Authority (the "**Licensed Standing in Seated Areas**"). Only ticket holders who have tickets to the Licensed Standing In Seated Areas are permitted to access the Licensed Standing In Seated Areas. Ticket holders who have tickets to the Licensed Standing In Seated Areas shall:

4.1.1. occupy the space in front of the seat allocated to them on their ticket only and must not move to different spaces within the Licensed Standing In Seated Areas or to different areas of the Ground;

4.1.2. expect that other spectators will be standing while play is in progress (although of course they may sit on their allocated seat before and after the activity, or during an interval or halftime break);

4.1.3. not sit or stand on the rails, or stand on the seats in the Licensed Standing In Seated Areas;

4.1.4. not permitted to admit anyone who does not have a ticket to the Licensed Standing In Seated Areas to the Licensed Standing In Seated Areas;

4.1.5. be respectful towards staff, stewards, and other fans at all times;

4.1.6. behave appropriately in the Licensed Standing In Seated Area – anti-social behaviour will not be tolerated;

4.1.7. unless needing to use facilities, not move around in the Licensed Standing In Seated Areas and shall stay in the designated space only as described on the relevant ticket and in accordance with clause 4.1.1;

4.1.8. not be permitted to stand in the gangways or on the steps in the Licensed Standing In Seated Areas to watch the Match and acknowledges that these are for accessing and leaving seats only; and

4.1.9. acknowledge that any failure to comply with the conditions set out in this clause 4 may lead to ticket holders being ejected from the Ground and/or banned from all Matches, and the Ground may lose the right to maintain the Licensed Standing In Seated Areas.

4.2. Home Match Ticket holders with young children are advised to contact the Ticket Office team to understand the implications of being located in the barrier seating areas before purchasing their Home Match Ticket.

5. Changes to Dates, Refunds & Exchanges

5.1. No guarantees can be given by the Club that the Match will take place at a particular time or on a particular date. Subject to clause 5.2 below, the Club reserves the right to reschedule any Match without notice and without any liability whatsoever.

5.2. In the event of the postponement or abandonment of the Match (or if the Match has, for any reason, to be played out of view of the public), you will be entitled to receive a full refund (including any booking and/or administration fee) or receive the equivalent ticket for the subsequent rearranged Match via such application procedure as the Club stipulates. The Club will have no further liability whatsoever, including (but not limited to) indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

5.3. In order to obtain a refund, the Home Match Ticket must be returned to the Club's ticket office within 14 days of the date on which the rearranged Match is announced by the Club. A refund will only be issued on production of identification that the individual requesting the refund is the person to whom the Home Match Ticket was originally sold. For the avoidance of doubt, the final decision belongs to the ticket office manager.

5.4. Once a Home Match Ticket is purchased, you shall not be entitled to cancel your Home Match Ticket except where expressly set out in the Terms and Conditions.

6. Lost or Stolen Home Match Tickets

6.1. In order to gain admission to the Ground, the Home Match Ticket must be presented in its entirety at the Match.

6.2. The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Home Match Ticket. If a match-day duplicate ticket is issued (at the Club's sole discretion), the Club may require payment of a non-refundable administration fee.

6.3. If you inadvertently lose, misplace, damage or destroy your Home Match Ticket you should report this to the Club as soon as possible. If your Home Match Ticket is stolen, you should report this to the police and the relevant crime number should be quoted in all correspondence with the Club. If, in the Club's opinion, a Home Match Ticket is damaged, lost, misplaced, stolen, destroyed or no longer functioning, a duplicate Home Match Ticket or such other alternative ticket as the Club shall choose in its sole discretion to provide shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration fee, unless the Club reasonably believes that you are, or have been, acting in a fraudulent or illegal manner and/or in breach of any Terms and Conditions. In making its decision, the Club shall be entitled to call for all reasonable evidence of the need for a replacement Home Match Ticket, for example but not limited to a police crime reference number in the event that a Home Match Ticket is stolen, or a copy of the damaged Home Match Ticket. Unless decided by the Club otherwise, only one (1) duplicate Home Match Ticket will be issued and you will be required to sign a document confirming that the original Home Match 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. The Club may require you to attend the Ground or another location in person to collect/download the duplicate Home Match Ticket (or any Match-day duplicate ticket) and provide the Club with satisfactory evidence of your identity.

6.4. Where relevant, should any Home Match Ticket when applied for not arrive in the post after purchase, you will be required to sign a document confirming this and undertaking to immediately return the original Home Match Ticket to the Club should it come into your possession at any time. There will be no charge for the issue of a duplicate Home Match Ticket in this instance.

7. Cancellation & Withdrawal of Home Match Ticket

7.1. Without prejudice to the Club's rights to cancel or withdraw a Home Match Ticket, the Club reserves the right to refuse admission to, or eject from, the Ground any person:

7.1.1. who fails to comply with any part of the Terms and Conditions;

7.1.2. whose entry into the Ground is likely to, in the reasonable opinion of the Club, result in a failure to comply with the Terms and Conditions;

7.1.3. who is prohibited (whether by law or otherwise) from attending any football ground (including the Ground) or is the subject of football related criminal or civil proceedings.

7.2. Without prejudice to any other remedies it may have, the Club shall have the right in the case of any serious or persistent breach of the Terms and Conditions to cancel and withdraw any Home Match Ticket issued to you. In the event of such cancellation no refund will be paid. In such cases, the Club reserves the right to act at its sole discretion in determining the appropriate response or penalty which may include banning you from the Ground. Without prejudice to the

general nature of the above, the following actions shall each constitute a serious breach of the Terms and Conditions:

- 7.2.1. smoking, vaping or using e-cigarettes in designated non-smoking areas;
- 7.2.2. being (or appearing to be) drunk or intoxicated;
- 7.2.3. persistent standing in seated areas whilst the Match is in progress;
- 7.2.4. the sale or transfer (save as permitted in the Terms and Conditions) of a Home Match Ticket to any person;
- 7.2.5. the deliberate misuse of a Home Match Ticket;
- 7.2.6. any misrepresentation in relation to clause 1.2 above;
- 7.2.7. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
- 7.2.8. 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;
- 7.2.9. whether at the Ground, or, travelling to a Match or at any event, occasion or location linked to the Club:
 - 7.2.9.1. the use of foul, obscene, abusive and/or discriminatory language and/or gestures;
 - 7.2.9.2. the chanting of anything of an indecent or discriminatory nature;
 - 7.2.9.3. fighting, or engaging in and/or inciting violence;
- 7.2.10. bringing any of the following into the Ground (or using them within the Ground): 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;
- 7.2.11. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- 7.2.12. breach of the terms of any Membership;
- 7.2.13. the supply of any misleading or incorrect information in any application;
- 7.2.14. any breach of clauses 2.4, 2.5 or 2.6 above;
- 7.2.15. any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Home Match Ticket;
- 7.2.16. use, or where the Club suspects use of software that is designed to enable or facilitate completion of any part of the ticket purchasing process;

7.2.17. purchase, or attempted purchase, of tickets with a view, in the Club's opinion, to any person obtaining financial gain;

7.2.18. any actual or suspected breach of The Breaching of Limits on Ticket Sales Regulations 2018;

7.2.19. any prohibited activity as defined in the Commitment or any other activity in contravention to the Commitment;

7.2.20. any breach of the Supporter Code of Conduct; and

7.2.21. without prejudice to any of the foregoing, any other breach of the Terms and Conditions.

7.3. The Club may conduct security searches where it has reason to believe that any of the breaches set down in this clause 7 has either occurred or may occur.

7.4. If a Home Match Ticket holder is not 16 years old or over, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the Terms and Conditions. This means that, for the avoidance of doubt, where a Home Match Ticket holder who is 16 years old or under is subject to a Club sanction, the Club may also apply the sanction to his/her parent(s) and/or guardian(s).

7.5. In the event that your Home Match 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 Match ticket or Season Ticket at its discretion and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification). In addition, as set out at clause 7.2 above, your conduct may be subject to the Club's sanctions process. Where your Season Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the League and all other football clubs in the Premier League to ensure that the applicable sanction is enforced by all such clubs.

8. Equality and Anti-Discrimination

8.1. The Club is committed to equality and diversity, and it is important that all of our supporters share the Club's principles of inclusion and the Commitment.

8.2. We require all Home Match Ticket holders to refrain from engaging in any conduct, whether attending a Match at the Ground, online or otherwise, which is racist, homophobic or abusive and to refrain from any discriminatory behaviour, including but not limited to discriminatory behaviour in relation to the following characteristics:

8.2.1. age;

8.2.2. disability;

- 8.2.3. gender reassignment;
- 8.2.4. marriage and civil partnership;
- 8.2.5. pregnancy and maternity;
- 8.2.6. race;
- 8.2.7. religion or belief;
- 8.2.8. sex; and
- 8.2.9. sexual orientation.

8.3. Home Match Ticket holders who engage in any of the behaviours set out at clause 8.2 may (regardless of the medium in which such behaviour takes place):

- 8.3.1. be subject to actions taken in accordance with Club policies on anti-discrimination as stated on the Club's website;
- 8.3.2. be refused entry to or evicted from the Ground;
- 8.3.3. have their Home Match Ticket cancelled or withdrawn;
- 8.3.4. be suspended or banned from entering the Ground on future occasions; and/or
- 8.3.5. be subject to prosecution in accordance with law.

9. Filming, Photography and Taping

9.1. All Home Match 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 Premier League or others (including commercial partners and accredited media organisations), and use of a Home Match Ticket to enter the Ground constitutes consent to such use. You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms and Conditions.

9.2. All Home Match Ticket holders agree that the Matches for which Home Match 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.

10. Exclusion of Liability

10.1. 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.

10.2. Neither the Premier League nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.

10.3. The Club hereby excludes any liability for any loss, injury, costs, expenses or damage of any kind connected to your use of the Ticket Exchange, including, without limitation, any liability relating to any problem with, suspension of or termination of the Ticket Exchange, in each case 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. General

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

11.2. You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative, security and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's then current privacy policy available at <https://www.burnleyfootballclub.com/legal-information/legal-information-club-policies>. In particular, we may share your personal data, including your name, date of birth, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs or any applicable police forces. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at Matches, including racial, homophobic or discriminatory abuse, chanting or harassment and with enforcing sanctions. We may also share your data in order to support with the handling of supporter enquiries and to allow for rapid identification of supporters in the event of incidents including health emergencies and general crowd control emergencies. For more information on how we process your data and who we share it with, please consult our privacy policy at the above link.

11.3. Whilst at the Ground your personal data may be collected by other parties including the Premier League. For details on how and why your personal data will be processed by such parties, please refer to the relevant party's privacy notice.

11.4. The invalidity or partial invalidity of any provision of the Terms and Conditions shall not prejudice or affect the remainder of the Terms and Conditions, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

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

11.6. The Terms and Conditions constitute the entire agreement between the Club and the Home Match Ticket holder and neither the Club nor the Home Match Ticket holder shall 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 the Terms and Conditions which is not set out therein.

11.7. Notwithstanding any other provision in the Terms and Conditions and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of the Terms and Conditions. Nothing in the Terms and Conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

11.8. The Terms and Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with the Terms and Conditions (including in relation to any non-contractual disputes or claims).

12. Definitions

In the Terms and Conditions, the following words and phrases shall have the following meanings:

"Club" means the Burnley Football & Athletic Company Limited.

"Commitment" means the Premier League's Commitment Regarding Abusive and Discriminatory Conduct.

"Football Authority" means each of the Premier League, the English Football League, The Football Association, the Women's Professional Leagues, The Football Association of Wales, FIFA, UEFA and other relevant governing body of association football.

"Ground" means the football stadium known as "Turf Moor" and all other locations owned, occupied or utilised by the Club for the staging of Matches.

"Guest" means a relative, friend, colleague and/or companion to the disabled who would be entitled to purchase a Home Match Ticket under the Terms and Conditions.

"Home Match Ticket" means a printed paper ticket or any other form of ticket (and/or any rights arising out of or in connection with any of the foregoing) for admission to the Match.

"Match" means that Premier League football match in which the Club participates and that takes place at the Ground during the Season as designated upon the ticket to which the Terms and Conditions apply.

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

"Season" means the 2025/2026 football season.

"Terms and Conditions" means these terms and conditions governing the issue and use of a Home Match Ticket and the Club's Ground Regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (which can be found at <https://www.burnleyfootballclub.com/terms>).

"Ticket Exchange" means the Club's authorised ticket resale facility.

"Tragedy Chanting" means chanting or other verbal and/or non-verbal actions and/or gestures concerning football or other tragedies (whether done at a Match, in-person or remotely (via any electronic communication, social media or otherwise)).

"Visiting Club" means the football club playing against the Club in the Match.