

July 2023



LEICESTER CITY FOOTBALL CLUB

SEASON 2023/2024

**TERMS AND CONDITIONS
FOR
SEASON TICKET RESALE**

Section 1 - Introduction

This document governs the Club's Season Ticket resale service, available to eligible Season Ticket Holders only and subject to the terms set out below.

Without prejudice to Condition 21 below, the Club reserves the right to vary these Season Ticket Resale Terms and Conditions at any time.

These Season Ticket Resale Terms and Conditions must be read in conjunction with the 2023/2024 Season Ticket Terms and Conditions and the Conditions of Entry, to which Season Ticket Holders are already subject, and which form part of this Agreement.

Section 2 - Season Ticket Resale Terms and Conditions

Definitions and Interpretation

In these Season Ticket Resale Terms and Conditions, the following words and phrases shall have the following meanings (unless stated otherwise):

"Club" means Leicester City Football Club;

"Conditions of Entry" means (as applicable) the rules and regulations of each of FIFA, UEFA, the Football Association, The FA Premier League, the English Football League and the Ground Regulations;

"Eligible Season Ticket Holder" means a Season Ticket Holder who is not excluded under these Terms from participating in Season Ticket Resale;

"Family Area" means the area of seating at the Stadium which is designated as a "family friendly" area;

"Ground Regulations" means the 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 Stadium, a copy of which is available on the Club website as well as being set out in the Season Ticket Terms and Conditions;

"Match" means any first team home match fixture in which the Club participates and which takes place at the Stadium during the Season, in respect of which the Season Ticket permits entry to the Season Ticket Holder, and **"Matches"** shall be construed accordingly;

"Season" means the 2023/2024 football season;

"Season Ticket" means an admission ticket (whether in physical or digital format) to all of the Club's relevant Matches consisting of The FA Premier League/English Football League first team home league matches played by the Club at the Stadium during the Season;

"Season Ticket Terms and Conditions" means the Club's "Season Ticket 2023/2024 Terms and Conditions";

"Season Ticket Holder" means the holder of a Season Ticket;

"Stadium" means King Power Stadium located at Filbert Way, Leicester LE2 7FL and all other locations owned, occupied or utilised by the Club;

"Supporter with a Disability" has the meaning set out in the Season Ticket Terms and Conditions (and "personal assistant" means an assistant as described in the Season Ticket Terms and Conditions); and

"Terms" means these Season Ticket Resale Terms and Conditions.

General Regulations

1. These Terms set out the terms and conditions applicable to the Club's season ticket resale service (also described as the Club's "Official Season Ticket Resale platform" in Conditions 23 and 84 of the Season Ticket Terms and Conditions). In these Terms, such service is referred to as **"Season Ticket Resale"**.
2. The Club reserves the right, where it reasonably requires (by way of example and without limitation, for the purposes of supporter safety), to: (i) withhold Match(es) from being eligible for Season Ticket Resale and/or; (ii) remove, at any time, any Match(es) which had previously been made available for Season Ticket Resale (and, in such instance, Season Tickets which have not already been resold for such Match via Season Ticket Resale shall remain valid and active for the relevant Season Ticket Holder's own use for such Match, in accordance with the Season Ticket Terms and Conditions).
3. Should a Season Ticket Holder wish to use Season Ticket Resale for any relevant Match, they should log onto their online account, click on the ticketing tab and follow the instructions. If a Season Ticket Holder does not have an online account, they should contact the City Sales Centre.

4. All general admission Season Ticket Holders have the right to use Season Ticket Resale in relation to any eligible Match, save for the following exceptions:
 - Season Ticket Holders who have an outstanding balance on their direct debit payments;
 - Season Ticket Holders who are subject to an active Club sanction or suspension;
 - personal assistants of Supporters with a Disability (see Condition 13 below for more details); and
 - seasonal hospitality and executive box customers.
5. Subject to Condition 14 below, Eligible Season Ticket Holders may only place their own seat up for resale via Season Ticket Resale, and may not place any other Season Ticket Holder's seat up for sale.
6. Season Ticket Holders will usually be able to place their Season Ticket for resale in respect of a relevant Match once the date and time of such Match has been confirmed and, in any event, at least 7 days prior to the relevant Match or as notified by the Club from time to time. The Club reserves the right to amend these timescales as necessary and at its absolute discretion. The Club does not guarantee that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match or, if so required, play the Match out of view of the public without fans in attendance or at a reduced capacity, without notice and without any liability whatsoever. All sales and purchases of Season Tickets via the Season Ticket Resale are final. No refunds, cancellations or exchanges will be issued for date or time changes, partial performances, or loss.
7. Season Ticket Holders may resell their Season Ticket for a maximum of five (5) Matches during the Season. For the avoidance of doubt, a Season Ticket Holder can list their Season Ticket for resale for as many Matches as they wish until such time it has been resold for a fifth time.
8. If a Season Ticket Holder initially indicates that they wish to make their Season Ticket available for Season Ticket Resale in respect of a particular Match, and that Season Ticket Holder then successfully de-lists such Season Ticket from Season Ticket Resale in respect of such Match before it has been resold, the Season Ticket Holder may then use their own Season Ticket for such Match.
9. Once a Season Ticket has been resold through Season Ticket Resale in respect of any relevant Match, the Club will deactivate the Season Ticket Holder's Season Ticket in respect of that Match. Such deactivation will be final and may not be cancelled and, following such deactivation, the Season Ticket Holder will be unable to use their Season Ticket to gain entry to such Match.
10. Where a Season Ticket is successfully resold via Season Ticket Resale for a particular Match, the Club will make a pro rata refund (using the bank account details provided by the relevant Season Ticket Holder when listing their Season Ticket for Season Ticket Resale) equal to 1/23rd of the original cost of that Season Ticket in respect of the relevant Season Ticket Holder. Payments will be made into the Season Ticket Holder's nominated bank account within thirty (30) days after the date of the Match. Season Ticket Holders who have successfully resold their Season Ticket via Season Ticket Resale for a particular Match will be sent an email to confirm that their refund has been processed. For the avoidance of doubt, if a Season Ticket was originally issued by the Club without charge (e.g. a ticket issued without charge for use by the personal assistant of a Supporter with a Disability) then no refund shall be made in respect of such Season Ticket.
11. Season Ticket Holders are encouraged to log onto their online accounts regularly to check the status of their Season Ticket in relation to any Match where they have indicated that they wish to make use of Season Ticket Resale. The Club may, in its discretion, endeavour to notify Season Ticket Holders as and when their tickets are resold for a Match via Season Ticket Resale but, due to the nature of Season Ticket Resale and the timescales involved, the Club cannot commit to providing any such notification, other than in connection with the processing of a refund as described in Condition 10 above. As such, the Club will not be responsible in the event that a Season Ticket Holder participates in Season Ticket Resale and is subsequently refused entry to the

Stadium for a Match as a result of their Season Ticket having been resold via Season Ticket Resale for such Match.

12. It is the Season Ticket Holder's responsibility to ensure that their nominated bank details are correctly entered each time they list their Season Ticket for resale. For the avoidance of doubt, the Club shall accept no liability for funds paid into an incorrect bank account where the Season Ticket Holder has provided incorrect bank account details or failed to ensure their details are correct.
13. Where any Supporter with a Disability has been issued with a ticket for a personal assistant, and wishes to take advantage of Season Ticket Resale in respect of any relevant Match, then both the Season Ticket of that Supporter with a Disability and the ticket for such personal assistant must be listed for Season Ticket Resale. As it is not currently possible for both such tickets to be listed for Season Ticket Resale via an online account, any Supporter with a Disability who has a ticket for a personal assistant and who wishes to make use of Season Ticket Resale in respect of any Match should contact the City Sales Centre.
14. Season Ticket Holders in the Family Area who wish to take advantage of Season Ticket Resale for any Match must ensure that Season Tickets are made available for resale in the correct ratio (i.e. number of adults to under 18s) to enable the Club to maintain the integrity of the Family Area. As it is not currently possible to use an online account to manage the resale of:
 - Family Area Season Tickets; or
 - Season Tickets issued to under 18s located elsewhere in the Stadium,supporters with such Season Tickets who wish to make use of Season Ticket Resale in respect of any Match (or, in respect any under-18 Season Ticket Holder, their parent/guardian or ticket purchaser, if different) should contact the City Sales Centre.
15. In the event of a Match being postponed or rearranged for any reason:
 - all Season Tickets sold via Season Ticket Resale remain sold for that Match and the relevant Season Ticket Holder's Season Ticket will not be valid for the rearranged Match. The Season Ticket Holder may purchase an alternative ticket (subject to availability); and
 - all Season Tickets listed but not yet sold via Season Ticket Resale will remain listed for Season Ticket Resale for the rearranged Match (subject to the Club's right to withhold Matches from Season Ticket Resale in Condition 2). If a Season Ticket Holder wishes to de-list their Season Ticket for sale, it is their sole responsibility to do so in accordance with Condition 8.

Exclusion of Liability

16. Subject to Condition 17, the Club hereby excludes any liability for any loss, costs, expenses or damage of any kind connected to the use of Season Ticket Resale including, without limitation, any liability relating to any problem with, suspension of or termination of Season Ticket Resale.
17. For the avoidance of doubt, nothing in these Terms shall exclude or limit the Club's liability for:
 - death or personal injury caused by the negligence of the Club or its employees during the course of their employment; or
 - any other liability of the Club which cannot be excluded by law.

Further Information

18. All correspondence in respect of Season Ticket Resale should be marked with the Supporter Number, which can be found on the relevant Season Ticket. Season Ticket Holders are encouraged to contact the City Sales Centre either by email to ticketsinfo@lfc.co.uk or by phoning **0344 815 5000 (Option 1)**. However, supporters should **not** use email for the purposes of making a specific request to use Season Ticket Resale for any particular Match (any such

requests should be made via supporters' online accounts or by phone as above) and, for the avoidance of doubt, supporters should not send their bank details to the Club via email **under any circumstances**.

19. If you are not happy with the response from the contacts set out in Condition 18 above, Season Ticket Holders may contact Leicester City Football Club, King Power Stadium, Filbert Way, Leicester, LE2 7FL, e-mail help@lcfc.co.uk or telephone 0344 815 5000 (Option 2).
20. If you are not happy with the response received from the Club under Condition 19 above, you may contact the Independent Football Ombudsman, Premier House, 1-5 Argyle Way, Stevenage, Hertfordshire, SG1 2AD, or alternatively by submitting the form at the following link <https://www.theifo.co.uk/contact-us.html> or telephone 0330 165 4223.

General

21. The Club reserves the right to change these Terms from time to time and shall notify you of such changes if they materially affect your rights as a consumer. Any variations will be advertised on the Club's website hosted at www.lcfc.com.
22. You acknowledge and agree that the Club will hold and process data relating to you, which may include personal data, for administrative and legal purposes. The personal data that you provide to the Club shall be collected, stored, processed, used and transferred by the Club in accordance with the Club's then current privacy policy available on the Club's official website.
23. The invalidity or partial invalidity of any provision of these Terms shall not prejudice or affect the remainder of these Terms, 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.
24. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms or by law shall not constitute a waiver of that right, power or remedy.
25. If there is any conflict, ambiguity or inconsistency between any provision of these Terms and any provision of the Season Ticket Terms and Conditions and/or the Conditions of Entry, the relevant provision of these Terms shall take precedence, insofar as the relevant matter relates to the operation of Season Ticket Resale.
26. Notwithstanding any other provision in these Terms 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 these Terms. Nothing in these Terms shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
27. These Terms 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 these Terms (including in relation to any non-contractual disputes or claims).