

West Bromwich Albion Football Club Away Membership Terms & Conditions 2024/2025

Details of how the Club uses and protects your personal data, as well as your rights in respect of it, how to exercise your rights and how to contact us is set out in our [Customer Privacy Notice](#). More information about how the Club processes personal data in general can be found in our Privacy Policy at <https://www.wba.co.uk/privacy-policy>.

Information about other people

If you provide information to us about any other people, you must give them a copy of this Privacy Notice so that they understand how their information will be used. You should only provide information about them if you are authorised to do so.

These are the terms and conditions (the “**Membership T&Cs**”) that apply to purchases and use of the Away Membership. If you think there is a mistake in the Membership T&Cs then please contact us to discuss. Before purchasing, these Membership T&Cs are to be read in conjunction with the Terms & Conditions of Entry, the Club’s privacy policy and any other relevant terms and conditions referred to herein (as applicable) (together, the “**Associated T&Cs**”). Purchase of an Away Membership and use of the benefits it confers are subject to these Membership T&Cs and the applicable Associated T&Cs.

Please read these Membership T&Cs and Associated T&Cs carefully before you purchase an Away Membership.

Who we are

Away Memberships are provided by West Bromwich Albion Football Club Limited. Our company registration number is 03295063 and our registered office is The Hawthorns, West Bromwich, West Midlands, B71 4LF.

Purchasers

If you are the purchaser of an Away Membership then you are referred to in these Membership T&Cs as a "Purchaser". By purchasing an Away Membership, the Purchaser certifies that they have read and understood these Membership T&Cs and agrees to be bound by, and comply with, these Membership T&Cs and any Associated T&Cs. If the Purchaser is not the Member, then the Purchaser shall make the Member aware of these Membership T&Cs and shall ensure that the Member complies with these Membership T&Cs.

Members

If the Away Membership is issued in your name, whether you purchased the Away Membership or someone else paid for it but designated you as the Member, then you are referred to in these Membership T&Cs as a "Member". By entering the relevant away ground or otherwise exercising any rights to any Membership Benefits or otherwise under these Membership T&Cs, the Member certifies that they have read and understood these Membership T&Cs and agree to be bound by, and comply with, these Membership T&Cs and any Associated T&Cs.

1. Definitions and Interpretation

In these Membership T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

“Away Match” any League Match or Cup Match played by the Team;

“Away Membership” means a membership operated by the Club subject to these Membership T&Cs;

“Away Membership Priority Sales Period” a period of time as determined by the Club during which Members will have first priority to purchase Away Match tickets;

“Club” West Bromwich Albion Football Club (company registration number 03295063 and registered office at The Hawthorns, West Bromwich, West Midlands, B71 4LF);

“Cup Competition” each of the League Cup and the FA Cup;

“Cup Match” any away match in a Cup Competition in which the Team participates during the 2024/2025 Season;

“Ground Regulations” the ground regulations issued by an away club from time to time that set out the terms and conditions upon which spectators are granted entry to the relevant away ground;

“League Match” any away match in the English Football League Championship in which the Team participates during the 2024/2025 Season (including any play off semi-final game Club away match (if applicable));

“Member” each person who is registered as an official member of the Club’s Away Membership and is entitled to the Membership Benefits, subject to these Membership T&Cs;

“Membership Benefits” the benefits to which a Member is entitled, as set out in these Membership T&Cs;

“Membership Fee” means £50 (fifty pounds);

“Membership Term” has the meaning given to it in condition 4.1;

“Purchaser” a person purchasing an Away Membership;

“Season” means the English football season which begins on 1 July and ends on 30 June the following year (or such other dates as prescribed by the relevant football authorities from time to time);

“Subsequent Season” a Season following the Season in which you originally purchased your Away Membership and any subsequent season thereafter;

“Team” the Club’s first team men’s squad;

“Terms & Conditions of Entry” the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the English Football League, the Ground Regulations, any relevant Spectator Code of Conduct, any relevant away club Coronavirus Covid-19 Policy and the relevant Away Match Ticket conditions of issue that apply to the relevant Match;

2. Membership

2.1. Away Membership will be made available to individuals at the Club’s sole discretion.

2.2. All Membership Benefits are subject to national/local laws, regulations, protocols, rules restrictions that apply from time to time, including without limitation Covid-19 or any other infectious disease.

2.3. Away Memberships are available for purchase by Club home 2024/2025 season ticket holders only. By applying to purchase one or a number of Away Memberships, you hereby warrant and represent that you are (and any person you are buying an Away Memberships for is) a supporter of the Club and a Club home 2024/2025 season ticket holder. In addition to any other rights available to the Club, the Club shall be entitled to refuse an application from, or suspend or cancel the Away Membership of, any Member who: (i) it believes is not a genuine supporter of the Club; and/or (ii) is not a Club home 2024/2025 season ticket holder and/or (iii) does not provide the personal details or information that the Club reasonably requires to process or maintain their Away Membership. Unfortunately, Away Memberships are not available for supporters requiring a wheelchair bay ticket as the away club allocation of such wheelchair bays provided to Club supporters throughout the Membership Term may not be sufficient for the Club to be able to offer the ticket priority purchased as part of an Away Membership.

2.4 If you are a consumer and you have purchased your Membership online or by telephone, you have the right to change your mind and cancel your Membership within 14 days from the date of purchase without giving any reason. To exercise this right to cancel, you must inform the Club of your decision to cancel within the 14-day period by:

- a. contacting the Ticket Office by telephone on 0121 227 2227;
- b. emailing the Ticket Office at tickets@wbafc.co.uk;
- c. by post to The Hawthorns, West Bromwich, West Midlands, B71 4LF; or
- d. completing the form at Schedule 1 and either emailing or posting it to the Club to the email or postal address set out in 2.4 b. or c. (as applicable).

2.5 If the Member submits a valid cancellation request within the required timescale, the Club will provide a full refund of your Membership Fee (to the card used for payment, if applicable) not later than 14 days from the date on which the Club received your decision to cancel your Membership.

3. Membership Fees and Payment

3.1. The Membership Fee is £50.00 (fifty pounds) for the Membership Term. Membership Fees for any Subsequent Season may be different to the current Membership Fee. Any changes to the Membership Fee will take effect at the start of any Subsequent Season and Members will be notified of any changes to the Membership Fee in advance. Unless expressly stated otherwise, the Membership Fee is inclusive of VAT. The Club reserves the right to change the Membership Fee from time to time and offer introductory and/or special offers in respect of Away Memberships without liability to any third party, including without limitation Members and Purchasers. The Club reserves the right to end any promotion in respect of Away Memberships at any time. No refunds will be offered if an Away Membership is purchased at a higher price than those that may be offered during the Member's Membership Term.

3.2. By applying for an Away Membership, a Purchaser is making an offer to the Club. The Club is under no obligation to accept the application. The Club will determine whether or not to accept the application and a contract for the supply of the Away Membership shall be created when the required payment has been received in cleared funds by the Club and the Club has issued a confirmation of purchase.

3.4. Where an Away Membership is purchased by an under 16 year old, the Purchaser's parent and/or legal guardian shall be required to confirm as part of the purchase process that they consent to the

purchase of the Away Membership by the prospective under 16 year old Member and agrees to the Member being subject to these Membership T&Cs. All Members under the age of 16 shall be required to provide the email address of their parent and/or legal guardian as part of the purchase process at which point an email containing details of the purchase shall be sent to the parent / legal guardian's email address and the parent / legal guardian shall be given the opportunity to object to the purchase of the Away Membership. If the parent / legal guardian does so object, they should contact the Club Ticket Office via telephone or email from the details provided in the email, and request that the purchase of the Away Membership be cancelled. Upon cancellation, a full refund shall be given to the Purchaser using the payment details provided on purchase.

3.5. The sale of Away Membership is subject to the Purchaser providing the Club with full payment of the relevant Membership Fee. Purchasers who provide the Club with debit or credit card payment details authorise the Club to use those details to fulfil payment of the Membership Fee and other fees attributable to the relevant Away Membership.

3.6. Payment for Away Memberships shall be made using such payments methods accepted by the Club from time to time.

3.7. It is the Purchaser's responsibility to keep the Club informed of any changes to the payment method and/or details provided under this condition 3. If the payment method or details are declined when the Club attempts to retrieve payment for any Away Membership or any other associated fees:

a. the Club will use reasonable endeavours to contact the Purchaser (using the contact details provided by the Purchaser to the Club in their application) to arrange payment;

b. the affected Away Membership(s) may be cancelled if the Club is not successful in contacting the Purchaser having made reasonable attempts to do so and the Purchaser has not contacted the Club within a reasonable time; and

c. the Purchaser will be liable to the Club for any bank, other administrative charges and / or expenses incurred by the Club as a result of the Purchaser's breach of this condition 3.7.

3.8. The Club always tries to ensure that pricing and ticketing information provided by the Club (including, but not limited to, on the Club's website, on any literature or by a sales representative) is correct, but errors may occur despite these efforts. Upon the Club becoming aware of any pricing or product description error in relation to any Away Membership which has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Club will then provide the Purchaser with the option of reconfirming the order at the correct price/product description or cancelling the order. If the Club is unable to contact the Purchaser having made reasonable attempts to do so, the Club will treat the order as cancelled. If the Club has accepted and processed your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Purchaser as mispricing, the Club may end the Away Membership and refund any sums the Purchaser has paid in respect of that Away Membership and require the return of any goods provided (if any).

4. Membership Term

4.1. Your Away Membership starts from the confirmation of purchase and, subject to earlier termination/cancellation in accordance with these Membership T&Cs, any other applicable terms and conditions and/or any right under law, shall continue until 30 June 2025.

5. Transfer of Away Membership and Cessation of Rights

5.1. In circumstances where a Purchaser purchases an Away Membership on behalf of another person:

a. such purchase must not be made in the course of business or for the purpose of facilitating any third party's business;

b. the Purchaser shall not charge the Member a fee for the purchase or, if a fee is charged, it must be no greater in value than the face value of the Away Membership; and

c. such nominated Member must be a supporter of the Club, a Club home 2024/2025 season ticket holder and meet any additional criteria required for the relevant Away Membership.

5.2. The Member on whose behalf the Away Membership is purchased pursuant to condition 5.1 shall adhere to and be bound by these Membership T&Cs, the Terms & Conditions of Entry and any other relevant Associated T&Cs and it is the responsibility of the Purchaser to inform such a Member of these requirements.

5.3. Away Membership and Membership Benefits are for the use of the Member only and are not transferable.

5.4. Subject to conditions 5.1 and 5.3 above, all rights with respect to an Away Membership are personal to the Member and shall cease upon the death of the Member. Any Membership Benefits accrued are not transferable to any other person or organisation.

6. Membership Benefits - Match Ticket Applications

6.1. Following purchase of an Away Membership, and subject to availability, the Membership T&Cs and Associated T&Cs, a Member shall be entitled to apply for:

- Away Match tickets for League Matches and Cup Matches during the Away Membership Priority Sales Period. The availability of Away Match tickets will be published by the Club on a match-by-match basis. All Away Match tickets are sold at face value and any applicable postage and administration fees are payable in addition to the relevant Away Match ticket price.

6.2. For the avoidance of doubt, Away Membership does not guarantee that a Member will be entitled to purchase an Away Match ticket for any Away Match or to attend any of the Club's Away Matches or any other matches.

6.3. In respect of an Away Match that has less than 500 tickets provided to the Club to allocate to Club supporters, priority will be given to Members that held an Away Season Ticket in the 2023/2024 Season and then subsequently, if required, based on number of Away Matches attended by Members during the 2023/2024 Season and 2024/2025 Season.

6.4. Applications for Away Match tickets are subject to availability and strictly on the basis of one ticket per Away Match per Member, unless expressly permitted otherwise by the Club. Where group applications are permitted by the Club and are made, every Away Match ticket applied for must be for use by a current Member (and details of each additional Member which is part of that application must be provided at the point any such application for Away Match tickets is made).

7. Attendance at Matches

7.1. Where a Member obtains a ticket for any Away Match through the relevant application process conducted by the Club, that Away Match ticket is sold: (i) by the Club as agent on behalf of the away club (or, if applicable, the governing body or competition organiser); (ii) subject to the relevant terms

and conditions of the away club (or, if applicable, the governing body or competition organiser) and all issues relating to access to, crowd control and stewarding at the away club's stadium shall be the responsibility of the away club (or, if applicable, the governing body or competition organiser) and not the Club (and the Club shall have no liability to the Member or any third party in respect of such matters); and (iii) subject to any additional terms and conditions imposed by the Club in respect of Away Match tickets. If, following the allocation of an Away Match ticket to a Member: (i) any Member commits a breach of the Terms & Conditions of Entry and/or Ground Regulations of the relevant away club (or, if applicable, the governing body or competition organiser); and/or (ii) commits a breach of any additional terms and conditions imposed by the Club in respect of Away Match tickets; in each case it shall be deemed to be a breach of these Membership T&Cs.

7.2. Any Away Match tickets purchased are issued subject to the applicable Terms & Conditions of Entry and nothing in these Membership T&Cs shall operate so as to supersede or take precedence over such Terms & Conditions of Entry. In the event of conflict, the Terms & Conditions of Entry shall take precedence over these Membership T&Cs.

7.3. By purchasing an Away Match ticket and/or attending an Away Match whilst a Member of an Away Membership, you:

- a. certify that you have read, understood and accept the Terms & Conditions of Entry;
- b. agree to be bound by and to comply with the Terms & Conditions of Entry; and
- c. agree to bring to the attention of others, as required, the Terms & Conditions of Entry.

7.4. The Club will not be obliged to make any refund to any Purchaser or Member in respect of any ejection from or refusal of entry to the relevant away ground or in respect of any Away Membership which is suspended or withdrawn in accordance with condition 9.

8. Amendments to Away Memberships or ceasing to offer Away Memberships

8.1. The Club reserves the right to re-brand or otherwise vary the Away Membership, or introduce any additional Away Membership Benefits, at any time provided that any such variation shall result in a Member receiving the same or substantially similar Membership Benefits to those the Member was entitled to receive prior to such variation. Members may, at the sole discretion of the Club, be transferred to such additional or replacement Away Membership without prior notice provided always that the Member shall be entitled to the same or substantially similar Membership Benefits under the new Away Membership as the Member was under the Away Membership from which the Member was transferred.

8.2. The Club may close all or any Away Memberships on not less than 30 days' notice. If this occurs part way through a Member's Away Membership, the Club will provide (to the card used for payment, if applicable) a pro-rata refund of the Membership Fee paid relating to the period of the relevant Away Membership that remains as at the date of termination.

9. Suspension/Termination of Participation in the Away Membership by the Club

9.1. In addition to any other rights available to the Club, the Club may suspend a Member's access to the Away Membership and Membership Benefits at any time at its sole discretion.

9.2. In addition to any other rights available to the Club, the Club can terminate your participation in the Away Membership immediately on written notice (including via email) if:

- a. the Member breaches these Membership T&Cs or any Associated T&Cs;

- b. the Member acts or is reasonably suspected of acting in any manner which is inconsistent with or violates these Membership T&Cs or any element of the Away Membership;
- c. the Member acts, in the Club's opinion, in a manner inconsistent with applicable law or if there are reasonable grounds for suspecting fraud, theft or dishonesty in connection with the Away Membership;
- d. the Member is guilty (or the Club suspects the Member is guilty) of a football related criminal offence;
- e. the Club reasonably believes an unauthorised person is attempting to access the Away Membership using a Member's account; or
- f. the Member has any other agreement that it has entered into with the Club terminated for whatever reason;
- g. the Club reasonably believes it is necessary to do so for operational reasons.

9.3. The Club may terminate the Away Membership on giving the Member 30 days' notice by email.

9.4. In the event that a Member's Away Membership is cancelled, the Club reserves the right to exclude the relevant Member from applying for any future Away Membership maintained or organised by the Club and or to disqualify the relevant Member from applying for any match ticket at its discretion and to notify FIFA, UEFA, the Football Association, the Premier League, the EFL and/or any other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

10. Exclusion of Liability

10.1. The Club will not be liable to any Member for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- a. any failure or delay by the Club in carrying out any of its obligations under these Membership T&Cs which is caused by circumstances outside of the Club's reasonable control;
- b. any information provided to the Club by a third party; or
- c. any failure by a Purchaser/Member to provide updated contact/payment details in accordance with condition 11.

10.2. The Club shall have no liability whatsoever for any indirect or consequential loss or damage.

10.3. The Club shall have no liability whatsoever for any loss of enjoyment.

10.4. The Club shall have no liability whatsoever for any travel/accommodation costs.

10.5. The Away Membership is for domestic and private use. The Club shall have no liability for any loss of business, loss of profit, business interruption or loss of business opportunity.

10.6. To the extent permitted by law, the Club excludes all conditions, warranties, representations or other terms which may apply to the Away Membership, whether express or implied.

10.7. For the avoidance of doubt, nothing in these Membership T&Cs shall exclude or limit the Club's liability for death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or any other conduct for which liability may not be excluded or limited as a matter of English law.

11. Change of Details

11.1. Members should promptly notify the Club of any change of details (including, without limitation, changes to payment details, addresses and / or contact details). Proof of identity and contact details may be required in such circumstances.

12. Data Protection

12.1. Details of how the Club uses and protects your personal data, as well as your rights in respect of it, how to exercise your rights and how to contact us is set out in our [Customer Privacy Notice](#). More information about how the Club processes personal data in general can be found in our Privacy Policy at <https://www.wba.co.uk/privacy-policy>.

12.2. If you provide information to us about any other people, you must give them a copy of the [Customer Privacy Notice](#) so that they understand how their information will be used. You should only provide information about them if you are authorised to do so.

12.3 Photographers may be present when you attend the Ground to attend events and Home Matches and photographs and/or audio, visual and audio-visual footage may be taken. By attending the Ground all Members 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 of the Club, a Football Authority, or others (including commercial partners and accredited media organisations).

12.4 All Members acknowledge that photographic images and/or audio, CCTV, 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 & Conditions of Entry. Information about the Club's use of your personal data will be brought to your attention by the Club (see for example any applicable privacy policy, signage and/or other forms of announcement in or around the ground). For further information please contact the Club.

12.5 All Members agree that, unless otherwise stated, matches and events for Members at the Ground or otherwise are public, and that their appearance and actions inside and in the perimeter of the Ground or other location where a Club match or Member event occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct.

13. Entire Agreement

13.1. These Membership T&Cs, Associated T&Cs and the documents referred to herein, comprise the entire agreement between the Club and the Purchaser / Member in relation to the purchase of an Away Membership and all ancillary benefits. For the avoidance of doubt, the purchase of all Away Match tickets shall be subject to the Terms & Conditions of Entry.

14. Severability and Amendments

14.1. In the event that any condition(s) or part condition(s) of these Membership T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Membership T&Cs shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.

14.2. The Club reserves the right to alter the Membership T&Cs and/or Away Membership from time to time in its absolute discretion.

15. Waiver

15.1. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Membership T&Cs or by law shall not constitute a waiver of that right, power or remedy.

16. Third Parties

16.1. Notwithstanding any other provision in these Membership T&Cs, and with the exception of any football authority, no person other than the Member, the Purchaser or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Membership T&Cs. Nothing in these Membership T&Cs shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act. The Club shall not be required to obtain the agreement of any person or entity (including the Member or Purchaser) in order to deal with, vary and/or end the Away Membership.

17. Transfer of this Agreement

17.1 The Club may transfer its rights and obligations under these terms to another organisation. The Club will notify Members if this happens and we will ensure that the transfer will not affect your rights under the contract. Notification may be completed by placing a notice on the Website.

17.2 A Member/Purchaser may only transfer rights or obligations under these Membership T&Cs to another person if the Club agrees to this in writing prior to the transfer taking place.

18. Governing Law

18.1. These Membership T&Cs shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

May 2024

Schedule 1

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: West Bromwich Albion Football Club Limited with registered address of The Hawthorns, West Brom, West Midlands B71 4LF, telephone number 0121 227 2227 and email address tickets@wbafc.co.uk

I hereby give notice that I cancel my Away Membership,

Ordered and paid for on [*/received on [*],

Name of consumer: []

Address of consumer: []

Signature of consumer(s) (only if this form is notified on paper),

Date: []

