

WEST BROMWICH ALBION FOOTBALL CLUB LIMITED

Ticket Exchange Terms and Conditions 2024/25

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 such as your Guests, 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.

Please read these terms and conditions carefully before using the Ticket Exchange. By selling or purchasing a Ticket using the Ticket Exchange, you confirm that you have read and agree to be bound by these terms and conditions. Any individual admitted to a Match will also be bound by the Terms & Conditions of Entry applicable to the Ticket purchased – for more information, please visit www.wba.co.uk

The Official Ticket Exchange Ticket Exchange (the “**Ticket Exchange**”) is hosted by Secutix (the “**Host**”) on behalf of West Bromwich Albion Football Club Limited (Company Registered Number: 03295063) with registered address of The Hawthorns, West Bromwich, B71 4LF (“**we**”, “**our**”, the “**Club**” or “**us**”). Subject to these terms and conditions, the Ticket Exchange is available to anyone with a MyAlbion Account with the Club (“**you**”) who wishes to buy Tickets and to Stilecard/App Holders that have a MyAlbion Account who wish to sell Ticket(s).

References in these terms and conditions to “you” are to the individual using the Ticket Exchange for private and non-commercial purposes. If you are purchasing tickets on behalf of a company, references in these terms and conditions to “you” are to the business that you have authority to bind in accordance with clause 1.

These terms and conditions, together with the documents which are referenced, set out the terms upon which you may purchase or sell Tickets through the Ticket Exchange. In these terms and conditions (unless the context dictates otherwise):

“**Buyer**” has the meaning given to it in paragraph 4.1;

“**Football Authority**” means each of the Premier League, the English Football League, the Football Association, the Football Association of Wales, FIFA, UEFA and any other relevant governing body and/or regulator of association football.

“**Ground**” means The Hawthorns, West Bromwich Albion, B71 4LF;

“**Ground Regulations**” mean the ground regulations issued by the Club from time to time that can be found on the Club’s website and at various locations around the Ground;

“**Guest**” means a relative, friend, colleague and/or companion to disabled supporters who would be entitled to purchase a Ticket under the Terms & Conditions of Entry;

“**Match**” means any competitive league football match taking place at the Ground in which our men’s first team are competing in the Football Association English Football League;

“**MyAlbion Account**” means the Seller’s MyAlbion online ticketing account held with the Club;

“**Price**” has the meaning given to it in paragraph 3.5;

“**Seller**” has the meaning given to it in paragraph 3.2;

“**Seller’s Amount**” has the meaning given to it in paragraph 3.6;

“**Stilecard/App Holder**” means a holder of a Stilecard/App valid for the Matches held at the Ground;

“**Stilecard/App**” means the Seller’s stilecard season/App ticket for admission to Matches in the 2024/2025 season;

“**Ticket**” means a ticket to a Match which is included as part of the Seller’s Stilecard/App;

“**Terms & Conditions of Entry**” means each of the rules and regulations of any Football Authority, the Ground Regulations, the Spectator Code of Conduct (when applicable), the Club Coronavirus Covid-19 Policy (when applicable), the Home Match Ticket Conditions of Issue 2024/2025; and

“**Website**” means www.tickets.wba.co.uk

1 PURCHASING ON BEHALF OF A COMPANY

1.1 If you are not a private ticket purchaser, you confirm that you have authority to bind any business on whose behalf you are using the Ticket Exchange.

2 TO USE THE TICKET EXCHANGE

2.1 In order to use the Ticket Exchange, you must input your MyAlbion Account details (the “**Login Details**”).

2.2 You must keep your password and all other confidential information linked to your use of the Ticket Exchange secure and not

disclose it to any other person. If any such information becomes known by a third party, you must notify us immediately. Your Login Details are to be used by you only. We are not liable for any loss or damage arising from your failure to comply with your obligation under this paragraph 2.2.

2.3 By using the Ticket Exchange, you warrant that you are legally capable of entering into binding contracts and are at least 16 years old (or a parent or guardian has entered into these terms and conditions on your behalf).

3 RE-SELLING A TICKET

3.1 The Club will determine at our sole discretion when the Ticket Exchange is in use. The Matches for which Tickets may be sold shall be determined by us in our sole discretion.

3.2 You may only post a Ticket for sale through the Ticket Exchange in accordance with these terms and conditions provided that you are a Season Ticket Holder and that your Season Ticket includes a Ticket to the relevant Match (a “**Seller**”). You may also choose to gift your ticket to the Albion Foundation.

3.3 A Seller will not be able to re-sell Tickets on the Ticket Exchange, if the purchase of the Seller’s ticket was via a loan through V12 or via direct debit and the Seller is behind on their payment plan/direct debits.

3.4 In the event a Disabled Supporter resells their Ticket, (i) their Personal Assistant’s seat will be automatically released for resale at the same time that the Disabled Supporter’s Ticket is sold, (ii) the Personal Assistant shall not be entitled to attend the relevant Match unless they purchase their own ticket to the relevant Match and (iii) no Seller’s Amount shall be payable to the Disabled Supporter or any other person in respect of the Personal Assistant’s seat.

3.5 Subject to these terms and conditions, a Seller may make a Ticket available for sale via the Ticket Exchange. The price at which the Ticket may be sold will be determined

by the Club but shall not exceed the advertised value for a Ticket to attend the relevant Match (the “**Price**”).

- 3.6 A Seller may post a Ticket for sale on the Ticket Exchange by logging into the Website with their Login Details. If a Match is available for a Seller to offer their Ticket for sale, this will be identified on the ticketing page of the tickets.wba.co.uk. A Seller may offer their Ticket to that Match for sale, to users of the Ticket Exchange generally, by clicking on the relevant Match and following the instructions. The Ticket Exchange will indicate the amount that the Seller shall receive as an online ticketing credit if the Ticket is sold (the “**Seller’s Amount**”) minus the service fee
- 3.7 If the Ticket is sold, a contract is formed between the Buyer and the Seller. We are not a party to the contract but act as agent for the Seller. In the event a Seller puts their seat up for sale and the seat is sold but then the date of the relevant Match changes, then the Seller has no right to reclaim their Season Ticket seat for the relevant Match.
- 3.8 The Seller’s Amount shall be a pro-rated amount based on the price paid by the Seller for their Stilecard/App and the number of Matches that form part of that Stilecard/App (for example, if the Ticket is sold whilst the Club is playing in the EFL Championship then the Seller’s Amount shall be equal to 1/23rd of the price paid by the Seller, for their Stilecard/App). **The difference between the Price and the Seller’s Amount shall be retained by the Club.**
- 3.9 The Seller’s Amount shall be automatically added as online credit into the Seller’s MyAlbion Account once the relevant Match has been played. The Seller’s Amount cannot be exchanged for cash value and cannot be sold. The Seller shall not be entitled to receive cash value or a credit into their bank account. **The Seller’s Amount can be redeemed against purchases of Club home match tickets and Club Season Tickets purchased via the Club’s**

online ticketing website. If at the time of redemption, the cost of the Seller’s purchase: (a) is less than the Seller’s Amount balance on your MyAlbion Account, the unused balance will remain on your account for future purchases or (b) exceeds the Seller’s Amount balance on your MyAlbion Account, the remaining amount must be paid by the Seller using one of the accepted payment methods by the Club from time to time. The Seller’s Amount will not be replaced if lost, stolen or used without your permission. The Seller’s Amount cannot be used for any illegal or unauthorised purpose. **Any unused Seller’s Amount will expire on the 1st August 2025 and in such circumstances the Seller’s Amount shall be removed from the Seller’s MyAlbion Account and no cash or alternative value will be given to the Seller (save that the Club reserves the right to extend the expiry date where it deems it appropriate to do so).** The Club has the right to cancel any order where it suspects or becomes aware of the Seller’s Amount has been used fraudulently as part of that transaction or where the Seller is not entitled to purchase tickets under the Club’s ticketing terms from time to time.

- 3.10 The time periods for which a Ticket may be offered for sale will be determined in our sole discretion. When the Seller posts a Ticket for sale through the Ticket Exchange, the deadline by which that Ticket must be sold will be indicated (the “**Deadline**”). The Seller may, however, at any time until the earlier of the Deadline and the Ticket being sold, withdraw that Ticket from sale and the Seller may use the Ticket to attend the Match as if they had not offered the Ticket for sale.
- 3.11 If a Ticket is not sold by the Deadline, that Ticket will no longer be offered for sale through the Ticket Exchange and the Seller may use the Ticket to attend the Match as if they had not offered the Ticket for sale.

3.12 Subject to these terms and conditions, if a Ticket is sold through the Ticket Exchange, we shall: (a) send the Seller a confirmation email (b) de-activate the season ticket so that the card/app will not permit admittance to the Ground for that Match; and (c) credit the Seller's MyAlbion Account with an amount equal to the Seller's Amount.

3.13 All amounts credited to the Seller's MyAlbion Account will automatically be set off against any amounts the Seller owes to us for purchasing or renewing tickets.

3.14 **PLEASE NOTE** that posting a Ticket for sale through the Ticket Exchange does not guarantee that the Ticket will be sold. Where a Ticket is not sold then no Seller's Amount will be payable to the Seller in respect of that Ticket and the Seller will be able to attend the Match using their Stilecard/App.

4 BUYING A TICKET THROUGH THE TICKET EXCHANGE

4.1 Subject to these terms and conditions, anyone that holds a MyAlbion Account may purchase Tickets through the Ticket Exchange (each, a "Buyer") by logging into the Website using their MyAlbion Account details. We make no representation that Tickets will be available through the Ticket Exchange. If a Ticket is available for a Match, a Buyer may purchase that Ticket for the Price (which will be indicated on the www.tickets.wba.co.uk), and by following the instructions on the www.tickets.wba.co.uk. Any purchase of a Ticket through the Ticket Exchange can be paid for by credit or debit card and the Buyer's credit or debit card will be charged upon our confirmation of the Buyer's purchase by email. All payments must be received in fully cleared funds. Where a Buyer is purchasing more than one Ticket, each intended recipient of a Ticket will also need to have a MyAlbion Account. Please note that additional restrictions or

qualifying conditions may be imposed on specific matches which will be communicated at the time of purchase.

4.2 The Club reserves the right to determine in its absolute discretion (i) the individuals who can purchase Tickets via the Ticket Exchange and (2) the qualifying criteria that applies to Ticket purchases via the Ticket Exchange.

4.3 In the event that the Buyer purchases a Ticket using the Ticket Exchange, the Buyer forms a contract with the Seller, with us acting as agent of the Seller. The Buyer shall pay the Price to us (acting as agent of the Seller). **The difference between the Price and the Seller's Amount shall be retained by the Club.**

4.4 Tickets purchased by a Buyer will be made available in accordance with the Terms & Conditions of Entry. Any purchase of a Ticket by a Buyer is deemed acceptance of those Terms & Conditions of Entry.

4.5 No refund is available to any Buyer once a purchase has completed in accordance with the terms of this paragraph 4.

4.6 The Price is inclusive of VAT (unless otherwise stated). The Price is liable to change at any time, but changes will not affect any Ticket purchases for which you have already paid.

4.7 If any compulsory credit card, debit card or other payment processing charges apply, we shall notify the Buyer of the same prior to booking and such amount shall be added to the Price.

4.8 The Price will be as quoted on the www.tickets.wba.co.uk, except in cases of obvious error. Whilst we try to ensure that the Price and other information on the Website is correct at all times, errors may occasionally occur. If we discover an error in the Price or nature of the Ticket the Buyer has purchased, we will inform the Buyer as soon as possible, and give the Buyer the option of reconfirming their purchase at the correct price/specification or cancelling it. If we are unable to contact the Buyer within a reasonable period, we will unfortunately

have to treat the purchase as cancelled. If the purchase is cancelled, we will provide the Buyer with a full refund.

4.9 **PLEASE NOTE** that no Ticket purchased by a Buyer may be subsequently sold, offered for sale, gifted or otherwise transferred by such Buyer (or a third party) to any other person or body corporate, save that in the event that the Buyer purchases more than one Ticket for a Match then one Ticket must be retained by the Buyer for personal use and the remainder may be transferred to a Guest(s) for his/her/their personal use only provided that: (a) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket for that Match; (b) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business; (c) such transfer to any Guest(s) will be subject to the Terms & Conditions of Entry which will (save for any rights to sell, offer for sale, gift or transfer that Ticket) apply to and bind each Guest as if he/she was the original purchaser of the Ticket for that Match only (and the Buyer must inform the Guest of this); (d) the Buyer will provide the name and address of the Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer; and (e) the Guest(s) shall not be entitled to sell, offer for sale, gift or transfer the ticket they are using to any other person.

5 SEASON TICKET HOLDER NO LONGER HAS RIGHT TO ATTEND MATCHES AT THE GROUND

5.1 In the event that a Ticket which has been sold pursuant to the terms of paragraphs 3 and 4 and, prior to the Match that the Ticket relates to, the Seller's Stilecard/app has been terminated, cancelled, suspended and/or deactivated by the Club in accordance with the terms and conditions of entry that apply to such Stilecard/app, then (a) in relation to the Seller: (i) the sale of the Ticket to the Buyer pursuant to these

terms and conditions shall be deemed null and void; and (ii) the Seller's Amount shall be debited from the Seller's MyAlbion Account and we shall retain such amount for our own account; and (b) in relation to the Buyer: (i) the purchase of the Ticket from the Seller pursuant to these terms and conditions shall be deemed null and void; (ii) the Buyer shall be deemed to have purchased the Ticket directly from us; (iii) the Price shall be deemed to have been paid directly to the Club as principal as consideration for the purchase of the Ticket; and (v) the Ticket will be made available in accordance with the Terms & Conditions of Entry. Acceptance of the Ticket is deemed accepted of those Terms & Conditions of Entry and, save as set out in this paragraph 5.1, the terms governing the relationship between us and the Buyer shall be the Terms & Conditions of Entry.

6 LIABILITY

6.1 If you are a private individual purchasing a ticket:

6.1.1 we only provide you with access to the Ticket Exchange for your domestic and private use and you agree not to use the Ticket Exchange for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;

6.1.2 if we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time that you

- request to buy or sell a Ticket using the Ticket Exchange; and
- 6.1.3 subject to paragraph 6.4, our total liability in respect of the Ticket Exchange or any breach of these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed the amount paid or received by you pursuant to the Ticket Exchange as at the relevant date.
- 6.2 If you are not a private individual purchasing a ticket:
- 6.2.1 we shall not be liable to you, whether in contract, tort or otherwise, for any indirect, special or consequential loss or damage, or for any (whether direct or indirect) loss of profit, revenue, business, contracts or opportunity. Our aggregate liability to you in connection with the use of the Ticket Exchange, whether in contract, tort or otherwise, including negligence, shall not exceed the amount paid or received by you pursuant to the Ticket Exchange as at the relevant date. In particular, we shall not be responsible for, nor shall be liable to you in respect of, any loss or damage whatsoever and howsoever suffered by you or any other person in the event of: (a) any damage or destruction to the seat related to the Ticket or the relevant part of the Ground (or any or all part(s) thereof) whether or not by a cause against which we are from time to time insured; or (b) the cancellation, suspension, postponement, rescheduling or relocation of any Match; and (c) you shall indemnify us and keep us indemnified (on an after-tax basis) from and against all losses, costs,

liabilities, claims or damages which we incur or suffer as a result of any breach of these terms and conditions or any act or omission of you including for the cost of any damage to our property or facilities (including the cost of repairs, maintenance, replacement or cleaning of the executive boxes, hospitality areas, car parking facilities or any other areas of the Ground to which you have access, or any fixtures or fittings therein, resulting from any act or omission of you other than as a result of fair wear and tear).

- 6.3 Without prejudice to the above paragraphs 6.1 and 6.2, we shall not be in breach of, or deemed to be in breach of, any provision of these terms and conditions if we fail to perform in whatever manner, any of our obligations under these terms and conditions by reason of any fact, matter or circumstance which is beyond our reasonable control, nor shall we be in breach of these terms and conditions by reason of compliance with any rules and regulations of a Football Authority.
- 6.4 Notwithstanding any provision in the Agreement, we do not seek to exclude or limit our liability (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by our negligence or the negligence of any of our officers, employees or agents; (c) under section 2(3) of the Consumer Protection Act 1987; (d) section 57 of the Consumer Rights Act 2015; or (e) for any other matter for which it is not possible to exclude or limit liability by law.

7 DISCLAIMER OF WARRANTIES

- 7.1 If you are a not a private individual purchasing a ticket, we provide you with access to the Ticket Exchange on an “as is” basis and make no representations or warranties of any kind with respect to the

Ticket Exchange or its content including (without limitation) implied warranties as to completeness, accuracy, satisfactory quality and fitness for a particular purpose, except to the extent required by law.

- 7.2 If you are not a private individual purchasing a ticket, we do not warrant that the Ticket Exchange will meet your particular requirements or that it will be uninterrupted, timely, secure or error-free, nor do we make any warranty as to results or the accuracy of any information obtained by you through the Ticket Exchange, except to the extent required by law.

8 CANCELLATION OF A MATCH

We give no guarantees that any Match will take place at a particular time or on a particular date. We reserve the right to reschedule any Match without notice and without any liability whatsoever. It is your responsibility to ascertain the date and start time of any rescheduled Match.

9 SUSPENSION AND TERMINATION

We may suspend, terminate or refuse to grant you access to the Ticket Exchange (or any part of the Website) at any time in our absolute discretion. Circumstances in which we are likely to exercise our discretion include, without limitation, if: (a) your use of the Ticket Exchange is considered abusive, excessive, or against the interests of other users, or in breach of these terms and conditions; (b) your Stilecard/App expires or is terminated, cancelled, suspended and/or deactivated in accordance with the terms and conditions of entry that apply to the Stilecard/App; or (c) a competent regulatory authority requires all or any part of the Ticket Exchange to be suspended or terminated.

10 MAINTENANCE OF THE TICKET EXCHANGE

From time to time, the Ticket Exchange may be closed down in order for work to be carried out relating to the upgrading or maintenance of the Ticket Exchange or necessary for the provision of the Ticket Exchange. We shall endeavour to ensure that such works are carried out as expeditiously as is possible in the circumstances.

11 CONTACTING US

If you have a query about a purchase, please contact us through the Website.

12 TRANSFER OF RIGHTS AND OBLIGATIONS AND RESALE

- 12.1 The services provided by us through the Ticket Exchange and your rights and obligations under these terms and conditions are for the sole use of you and you shall not sell, assign, transfer or otherwise dispose of such services (or any of your benefits, rights or obligations arising under these terms and conditions) to any other person without our express prior written consent.
- 12.2 We may transfer, assign, charge, sub-contract or otherwise dispose of these terms and conditions, or any of our rights or obligations arising under them, at any time.

13 UPDATES TO THE TICKET EXCHANGE

West Bromwich Albion Football Club may alter, enhance or withdraw (i) the Ticket Exchange or (ii) Ticket Exchange functionality, at any time, without prior notification to supporters.

14 GENERAL

- 14.1 No waiver by us of any part of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you by notice in writing. If we fail to exercise or enforce any right under these terms and conditions such failure will not be

deemed to be a waiver of that right nor will it prevent us from exercising or enforcing that right on a later occasion.

14.2 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14.3 We reserve the right to vary and/or update these terms and conditions from time to time without notifying you. Updated terms and conditions will be posted on the Website and can be viewed by you at any time. We recommend that you access the Website regularly to ensure that you are aware of any changes. Changes to the terms and conditions will be deemed to have been accepted by you if you continue to use the Ticket Exchange after a period of one week from the date the updated terms and conditions are posted on the Website.

14.4 These terms and conditions, the Terms & Conditions of Entry, the Ground Regulations and any other documents expressly referred to in the foregoing represent the entire agreement between you and us in relation to the subject matter of these terms and conditions and supersede any prior agreement, understanding or arrangement between us and you, whether oral or in writing.

14.5 If you are a consumer, you have legal rights in relation to Ticket Exchange not carried out

with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these terms and conditions will affect these legal rights.

14.6 By using the Ticket Exchange you agree to comply with all applicable laws and regulations and any guidelines that the Club may issue from time to time. Your use of the Ticket Exchange is strictly subject to your compliance with this paragraph 14.

14.7 If you are a consumer, please note that these terms and conditions are governed by English law. This means that your use of the Ticket Exchange and any dispute or claim arising out of or in connection with the Ticket Exchange will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

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