

Southampton FC Ticket Terms and Conditions

The House and Garage Orchestra

Conditions: means these conditions and any other documents referred to throughout;

Booking Confirmation: written confirmation of your order (via email);

Event: means The House and Garage Orchestra Event specified in your Booking Confirmation;

Force Majeure Event: means any event beyond Southampton FC's reasonable control, including but not limited to any act of God, flood, drought, earthquake or other natural disaster, any terrorist attack, civil war, war, collapse of building, fire, explosion or accident, any labour or trade disputes or strikes, epidemic, pandemic or any threat of epidemic or pandemic, any law or any action taken by a government or public authority, changes to Government guidance, or any interruption or failure of utility services;

Nominee: means a person who has been granted permission to use the Ticket by the Ticket Holder and who will be deemed to be bound by the Conditions;

Southampton FC: means Southampton Football Club Limited with its registered office at St Mary's Stadium, Britannia Road, Southampton, SO14 5FP and its company number being 00053301;

Ticket: means a printed barcoded/QPR/confirmation number ticket or any other form of ticket (and/or any rights arising out of or in connection with any of the foregoing) which will grant access to the Event;

Ticket Holder: means the person in possession of the Ticket who will be deemed to be bound by the Conditions;

we: Southampton FC; and

you: the individual making the booking.

Please note: all Tickets are issued on a non-transferable basis and are strictly not for resale. Upon application, purchasing or accepting the issue of the Ticket, any Ticket Holder and/or a Nominee will be deemed to have accepted the Conditions. Please keep the Ticket safe and in a good condition as a duplicate ticket will not be issued if it is lost or stolen and a defaced or illegible ticket may become invalidated. The purchase and use of Tickets are subject to the following terms:

1. **When does a contract come into existence.** Please note that an order for tickets placed via our website or over the phone with Southampton FC staff is not confirmed, and a contract will not exist, until we send you a Booking Confirmation. If we are unable to accept your offer we will inform you of this and will not charge you for the Tickets making up your order.
2. **Use of tickets.** The Ticket remains the property of Southampton FC. Tickets may not be transferred, sold, offered for sale, coupled or bundled with any other product or services, or used for any commercial or promotional purposes whatsoever without the consent of Southampton FC.
3. **Compliance with COVID Code of Conduct.** You, and all Ticket Holders and Nominees must act at all times in accordance with Southampton FC's COVID Code of Conduct (available [<https://www.southamptonfc.com/season-tickets/ticketing-terms-and-conditions/ticketing-terms-and-conditions>]/which will be provided to you prior to the Event) at all times while attending the Event. You must ensure that all individuals attending the Event pursuant to your booking comply with Southampton FC's COVID Code of Conduct.
4. **Price of Tickets and payment.** Payment of the Ticket is required in full at the point of purchase. You may apply any credit currently held in your Southampton FC ticketing account to pay for your Ticket(s) however in the event that the price of your Ticket(s) is refunded by Southampton FC (in accordance with these Conditions) such refund will be made by way of credit to your Southampton FC account. Ticket prices for the Event are set out at <https://www.southamptonfc.com/southampton-fc-special-events/the-house-and-garage-orchestra>. We use our best efforts to ensure that prices on our website are correct, however It is always possible that, despite our best efforts, some of the tickets we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any tickets issued to you.
5. **Changes to your tickets.** Southampton FC reserves the right to alter your ticket selection. If this is necessary for whatever reason and results in a reduced value of Ticket, we will (at your option)

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either reimburse any reduction in value between the original and altered ticket selection or cancel your tickets and provide a full refund of the price paid for your Ticket(s). Southampton FC shall have no further liability to you or any Ticket Holder/Nominees in respect of such changes.

6. **Dates and times of the Event are subject to change.** The date and time of the Event is subject to changes to football scheduling (which may be for broadcasting or other reasons outside of the control of Southampton FC) and other Force Majeure Events and no guarantees can be given by Southampton FC that the Event will take place at a particular time or on a particular date. Southampton FC reserves the right to reschedule any Event without notice and without any liability whatsoever however Southampton FC will use reasonable efforts to publicise any changes to dates/times and encourages you and Ticket Holders to regularly check the Southampton FC website for updates. If due to a rescheduling of the Event, you are no longer able to attend, you may apply to Southampton FC (by a specified deadline) for a refund of the price you paid for the Ticket(s) but Southampton FC shall have no further liability to you or any Ticket Holder/Nominees.
7. **Other Changes to the Event and/or the Conditions.** Southampton FC reserves the right to alter the Event and/or change these Conditions from time to time in its discretion, including (without limitation) where necessary due to a Force Majeure Event. Where such changes are significant these will be communicated to you and if these are not acceptable to you, you will have the option to cancel your booking and receive a full refund of the price paid for your Ticket(s) upon application to Southampton FC (by the deadline communicated to you). Save as otherwise permitted by law, Southampton FC shall have no further liability to you or any Ticket Holders or Nominees.
8. **Cancellation of the Event.** Southampton FC reserves the right to cancel the Event and terminate this contract, including (but not limited to) due to a Force Majeure Event. Where this happens we will issue a full refund of the price paid for your Tickets to you (and Southampton FC shall not have any further liability to you or any Ticket Holder/Nominees in respect of such termination).
9. **Cancellation by you and refunds.** Southampton FC is unable to offer refunds or exchanges in respect of Tickets purchased except as expressly set out in these Conditions (please see clauses 5, 6 and 8) or as otherwise permitted by law or agreed by Southampton FC in its sole discretion.
10. **Effect of breaching these Conditions.** If you breach these Conditions or the Ticket is used in breach of these Conditions the Ticket will be void and the Ticket Holder/Nominee may be refused entry to or ejected from the Event (and no refund will be given).
11. **Receipt of Tickets.** Details of how tickets will be delivered or made available for collection, download or printing at home will be published on [<https://www.southamptonfc.com/southampton-fc-special-events>] closer to the Event. You are responsible for checking our website closer to the Event, selecting your choice of ticket fulfillment (if a choice is available), and/or providing a delivery address that Tickets may be sent to safely and securely (if delivery is available). Southampton FC will not be responsible or liable, and you will not be entitled to a refund, where delivery of tickets is refused, missed, unclaimed or fails as a result of your failure to provide correct, complete and up to date delivery information, or where you fail to download or print tickets.
12. **Dietary requirements.** Where a Ticket includes hospitality it is the responsibility of the Ticket Holder and/or the Nominee to provide Southampton FC with any dietary requirements prior to the Event (including but not limited to raising any of the allergens covered by the EU Food Information for Consumers Regulation). Southampton FC will comply with its legal obligations with regards to labelling of allergens (by ensuring its catering provider display appropriate notices) but will not accept any liability for any Ticket Holder non-compliance with this clause.
13. **Ejections and Security.** Southampton FC reserves the right to refuse admission and to remove persons from the Event for any reason where necessary, including (without limitation) to ensure the safety of you and other persons at the venue. We may conduct security searches to ensure the safety of persons at the Event. Southampton FC will have no responsibility or liability, and we will not refund you, if you are refused admission to or ejected from the Event as a result of any breach of these Conditions.
14. **What you can bring to the Event.** Details of what can and cannot be brought into the Event will be published on [southamptonfc.com](https://www.southamptonfc.com) closer to the Event.
15. **Photography and filming.** The use of photographic equipment is allowed for private domestic purposes only. All other recording and any transmission is prohibited including (without limitation) recording of any data, information or results of or relating to the Event and any participant. As a

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condition of entry to the Event you assign (by way of a present assignment of future copyright) the copyright in any photographs or recordings you make at the Event to Southampton FC.

16. **If you are a consumer (purchasing Tickets for private/domestic use): we are responsible to you for foreseeable loss and damage directly caused by us.** If we fail to comply with these Conditions (other than as a result of a Force Majeure Event), we are responsible for loss or damage you suffer that is a foreseeable and direct result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable (including, without limitation, travel or accommodation losses). Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. For the avoidance of doubt, travel, accommodation, and other personal expenses incurred by you in relation to the Event are your responsibility and Southampton FC will not be responsible or liable for any unrecoverable costs relating to these personal arrangements, even if these are caused by cancellation, rescheduling or alteration of the Event.
17. **If you are a business:** Southampton FC shall not be liable to you for any indirect, incidental, special or consequential losses, loss of profits, contracts or business, and Southampton FC's total aggregate liability to you, arising under or in connection with this contract (whether in contract, tort or otherwise) shall not exceed the value of your booking.
18. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
19. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
20. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
21. **Southampton FC may transfer this contract to someone else.** Southampton FC will be entitled to transfer any of its rights, benefits and interests in or under the Conditions to any third parties.
22. **Personal data.** Southampton FC will process data in accordance with data protection legislation and regulation (including but not limited to the Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679).
23. **Nobody else has rights under this contract.** This contract is between you and Southampton FC, no one else will have right to enforce any of its terms.
24. **Which laws apply to this contract and where you may bring legal proceedings.** The contract and any disputes under it (including non-contractual and tortious disputes) will be governed and construed in accordance with English law and any proceedings will be brought in the English courts.