



## SEASON CARDS 2021/22 TERMS & CONDITIONS

1. Season Cards are issued subject to the:
  - 1.1. Rules and regulations of FIFA, UEFA and the Football Association, the FA Premier League, the English Football League and the National League in respect of the relevant competition;
  - 1.2. Southend United Ground Regulations which are displayed around the ground. Copies of which are available on request.
2. For the avoidance of doubt, Season Cards are only valid for first team home league matches. This excludes play-off matches.
3. Use of Season Cards to enter the ground constitutes acceptance of these Rules & Regulations and Southend United reserve the right to eject from the ground and withdraw or cancel Season Cards (which remain the property of Southend United) from any person who fails to comply with the rules.
  - 3.1. In the event that your Season Card is withdrawn or cancelled, the Club reserves the right to exclude you from applying for any Match card or season card at its discretion.
  - 3.2. A Season Card permits you to occupy at the Match the seat indicated on the Season Card or such other alternative seat as the Club may from time to time allocate to you in its reasonable discretion (including but without limiting the circumstances in which that discretion may be exercised when a stand or area of the Ground is closed for repairs, maintenance or re-construction). All access to the Ground pursuant to a Season Card 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).
  - 3.3. Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Season Card or attend any Match in any subsequent season.
  - 3.4. The Season Card will only grant you access to Home League Fixtures that allow spectators to attend.
  - 3.5. Should a situation arise where there is a capped capacity for a Match at Roots Hall which does not allow all Season Card Holders entry to the Stadium then access will be granted to those with the highest Priority group status. Each Season Card Holder will be assigned an automatically be generated a priority group based upon previous interaction with the club.
4. No person may bring into the ground or use within the ground any equipment which is capable of recording or transmitting (by digital or other means), any audio, visual or audio-visual material or any information or data in relation to any match, or the ground. E.g. mobiles, laptops.
5. Mobile telephones are permitted, provided that they are used for personal and private use only and not for the recording of the match.

6. Southend United accepts no responsibility whatsoever if the seat to which this Season Card refers to is affected by adverse weather conditions.
7. Southend United accepts no responsibility to replace lost, damaged or stolen Season Cards. An administration charge of £15.00 will be made for replacement Cards.
8. Season Cards are only valid if the bearer sits in their allocated seat, Roots Hall is an all-seater stadium and as such the Football League ground regulations stipulate that persons issued with a Season Card for a specific seat must occupy that seat unless instructed otherwise by a steward or authorised agent. Persistent standing in seated areas during a game is strictly forbidden and could result in ejection and lead to possible further action from the Club.
9. Season Cards are strictly non-transferable and non-refundable.
10. Any Season Card obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Season Card shall be nullified. Any person seeking to use a Season Card in breach of the Terms and Conditions of Entry in order to gain entry to the Ground or remain at a Match may be considered to be a trespasser and may be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her Season Card cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with these conditions no refund shall be payable to the holder in respect of any unexpired portion of the Season Card. 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 the Season Card.
11. 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.
12. Once a Season Card is purchased you will not be entitled to cancel your Season Card and receive a full refund, except where expressly set out in the Terms & Conditions of Entry.
13. Southend United reserve the right to charge the full card price in the event that an attempt is made to use a season card more than once for the same fixture.
14. No guarantees can be given by the Club 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 necessary, play the Match out of view of the public, without notice and without any liability whatsoever. Your Season Card will, unless the Match is required to be played out of view of the public, enable you to attend the re-arranged Match. The dates and kick-off times of all Matches are subject to revision and change due to broadcast coverage or other circumstances. The Club will have no further liability whatsoever relating to any alteration of the time or date of any Match (including but not limited to any postponement or abandonment), including (but not limited to) any direct, indirect or consequential loss or damage, loss of enjoyment or travel costs.
15. In the event of a Season Card holder being unable to produce their Card, the Club reserves the right to refuse admission or charge an administration fee of £4 (provided the person can show suitable ID).
16. Under-9's must be 8 years of age or under on 1st August 2021. Junior Supporters are classed as those of 16 years of age and under on 1st August 2021. Senior Citizens are those aged 60 or over on 1st August 2021. Young Adults are those aged 17-22 on 1st August 2021.
17. Proof of age must be provided for all concessionary Season Cards. Students: applicants must be in full-time education, and on purchase must produce valid student ID or letter from college/university/school with a photo signed by the teacher/lecturer.

18. The Family Enclosure in the West Stand offers reduced priced Season Cards for the exclusive use of family groups and junior fans. All adults must be accompanied by a child. Birth certificates and/or passports must be produced for all children on purchasing Family Season Cards. Zero tolerance on unsuitable behaviour will be applied in this area as we are a family club.
19. All children of 13 years of age or under must be accompanied by a responsible adult.
20. In the Family Stand it is a maximum ratio of two adults to one child. Adult only purchases will not be permitted in the Family Stand.
21. Southend United excludes, to the maximum extent permitted by law, any liabilities for loss, injury or damage to persons/property in or around the ground.
22. With regards to any supporter found using a season card in the incorrect price band which he/she is not entitled to, the Club reserves the right to confiscate the Season Card until such time that the difference in price has been paid in full.
23. If you change your address during the season you must notify the Club as soon as reasonably practicable.
24. Southend United is committed to inclusion and anti-discrimination and expects all fans to share this commitment. The use of foul, obscene, abusive and/or racist language and/or gestures, or indecent, racial, homophobic or discriminatory abuse, chanting or harassment will constitute a serious breach of the Terms & Conditions of Entry and is strictly forbidden.
25. The club reserves the right to offer discounted cards and incentives for card buyers.
26. The club reserves the right to make special offers to non-season card holders during the season.
27. The Club reserves the right to charge a booking fee of £2.50 on telephone bookings.
28. The invalidity or partial invalidity of any provision of these Conditions shall not prejudice or affect the remainder of these Conditions, which shall continue in full force and effect.
29. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Conditions of Issue or by law shall not constitute a waiver of that right, power or remedy.
30. The Conditions of Entry, together with the documents referred to herein (including the Southend United Ground Regulations) constitute the entire agreement between the Club and the Season Card holder and neither the Club nor the Season Card 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 of Entry which is not set out therein.
31. Notwithstanding any other provision in these Conditions and with the exception of FIFA, UEFA, The FA, Premier League, the Football League and the National League, 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 Conditions of Issue. Nothing in these terms of 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.

32. These Conditions of Issue 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 (including in relation to any non-contractual disputes or claims).
33. The club reserves the right to make special offers to non-season card holders during the season.
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