

# NORWICH CITY FOOTBALL CLUB



## EXPERIENCES TERMS AND CONDITIONS

Please read the following terms and conditions before you buy a Norwich City Football Club experience to ensure that you are happy to agree to these terms.

### Key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 requires that we must give you certain key information before a legally binding contract between you and us is made. We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provide that, in most cases, you can change your mind and get a full refund up to 14 days after placing your order.

The Consumer Rights Act 2015 also provides you with certain rights in respect of goods and services purchased by you.

This summary of your key rights is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'We', 'us' or 'our' means Norwich City Football Club Plc;

- 'You' or 'your' means the person buying the Experience from us; and
- 'Experience' means the relevant matchday experience package you are buying from us: (i) Player Mascot; (ii) Birthday Box; (iii) Fan of the Match; (iv) Celebration; (v) The Touchline by Ice Breaker; (vi) Women's Team Mascots; or (vii) Junior Squad).

If you don't understand part of this contract and want to talk to us about it, please contact us by:

- Telephone on 01603 721902 (Monday to Friday: 9 am to 5 pm); or
- Email to [supporterrelations@canaries.co.uk](mailto:supporterrelations@canaries.co.uk).

Who are we?

We are registered in England and Wales under company number: 00154044.

Our registered office is at: Carrow Road, Norwich, Norfolk, NR1 1JE.

Our VAT number is: 353 8625 79

The details of this contract will not be filed with any relevant authority by us.

### 1 Introduction

- 1.1 If you buy an Experience on our website, in person or over the telephone, you agree to be legally bound by these terms and conditions, which form part of the contract between you and us.
- 1.2 When buying an Experience you also agree to be legally bound by:
  - 1.2.1 if purchasing an Experience on our website, our website terms and conditions located at <https://tickets.canaries.co.uk/Pages/Public/UserControlled/TermsAndConditions.aspx>; and

1.2.2 our home match ticket conditions of issue, located at <https://files.canaries.co.uk/canaries/HomeMatchTicketsConditionsOfIssu e.pdf>; and

1.2.3 amended or additional terms which may be applied to this contract from time to time. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you that amended or additional terms apply.

These documents also form part of the contract between you and us.

## **2 Your privacy and personal information**

2.1 Our Privacy Policy is available at:

<https://tickets.canaries.co.uk/PagesPublic/UserControlled/PrivacyPolicy.aspx>

2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **3 Buying an Experience from us**

3.1 We set out below how a legally binding contract is made between you and us when ordering an Experience.

3.2 Ordering online:

3.2.1 You place an order on our website by selecting the Experience package you would like and adding this to your basket. Please read and check your order carefully before submitting it. If you need to correct

any errors you can do so before submitting it to us.

3.2.2 When you place your order at the end of the online checkout process (e.g. when you click on the 'pay now' button), we will send you a confirmation email.

3.3 Ordering in person or over the telephone:

3.3.1 You can place an order in one of our designated stores or by calling 01603 721902 (select option 2) and requesting the Experience package you would like.

3.3.2 When you place your order with our member of staff, either in person or over the phone, we will send you a confirmation email.

3.4 On receipt of your confirmation email:

(a) a legally binding contract will be in place between you and us; and

(b) we will provide the Experience to you, subject to these terms and conditions.

3.5 You must be at least 18 years old to purchase an Experience.

3.6 The following age restrictions (as at the date of the match to which the Experience relates) apply to each Experience:

3.6.1 Player Mascot: only children aged from 5 to 14 years old may participate as a player mascot;

3.6.2 Birthday Box: save for accompanying adults, only children aged from 5 to 16 years old may use the Birthday Box;

3.6.3 Fan of the Match: only participants aged 5 years or older may participate as a Fan of the Match;

3.6.4 The Touchline by Ice Breaker: only people aged 18 years or older may use The Touchline by Ice Breaker;

- 3.6.5 Junior Squad: only children aged from 5 to 16 years old may participate in the Junior Squad;
- 3.6.6 Women's Team Mascots: only children agreed from 5 to 16 years old may participate as a team mascot.
- 3.7 The following participant numbers apply to each Experience:
- 3.7.1 Player Mascot: one participant and one accompanying adult.
- 3.7.2 Birthday Box: 10 children and two accompanying adults only. This cannot be amended to have more adults and less children.
- 3.7.3 Fan of the Match: one participant and one accompanying guest.
- 3.7.4 Celebration: one participant and one accompanying guest.
- 3.7.5 The Touchline by Ice Breaker: twelve adults only.
- 3.7.6 Women's Team Mascots: 20 participants and two accompanying adults only.
- 3.7.7 Junior Squad: 14 participants and two accompanying adults only.
- 3.8 You must complete any consent and information forms reasonably required by us, in order for you to receive the Experience package. We will not be responsible if you do not receive the Experience purchased because you have not completed any such forms.
- 3.9 We cannot guarantee the date or kick off time of the match to which the Experience relates, which are subject to change. We will contact you if the date or time of the relevant match changes.
- 3.10 In the event that the date or kick off time of a match does change and you are unable to attend the match as a result, we will either reschedule your Experience to another match (subject to availability) or cancel your Experience and provide you with a full refund, provided that you confirm to us that you wish to cancel no later than one week after our notification to you that the match in question has been re-arranged.
- 3.11 You acknowledge that some Experiences involve the participants being on and around the pitch, which carries inherent risks such as being struck by a football. Whilst the Club takes all reasonable steps to protect participants, you are responsible for ensuring that participants remain vigilant at all times. The Club hereby excludes all liability for loss, injury or damage to persons / property during the relevant Experience, except in relation to death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded by law.
- 3.12 We cannot guarantee the availability of items included with certain Experiences (i.e. specific kit sizes) and, subject to clause 7.4, we reserve the right to provide alternative items where necessary. We will contact you if this is the case.
- #### 4 Right to cancel this contract
- 4.1 You have the right to cancel this contract within 14 days of receipt of your confirmation email without giving any reason, save that where the Experience takes place within 14 days of your order the cancellation period will expire three days prior to the relevant match.
- 4.2 In order to cancel, you must inform us of your decision by emailing [experiences@canaries.co.uk](mailto:experiences@canaries.co.uk) confirming your name, the Experience purchased and the match the Experience was purchased for 6.1. If you cancel this contract, we will reimburse all payments received from you in respect of the Experience to the payment card used to purchase the Experience within 14 days of your cancellation.
- 4.3 If you want to cancel this contract after the 14 day cancellation period has expired, we

will not reimburse any payments received from in respect of the Experience.

## **5 Payment**

5.1 We accept the following credit cards and debit cards: Maestro, Visa, Mastercard.

5.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

5.3 Your credit card or debit card will only be charged once your order for the Experience has been accepted.

5.4 The price of the Experience:

5.4.1 is stated in pounds sterling and must be paid in pounds sterling; and

5.4.2 includes VAT at the applicable rate.

## **6 Statutory rights**

6.1 The Consumer Rights Act 2015 gives you certain rights, including that:

6.1.1 goods are of satisfactory quality;

6.1.2 goods are fit for purpose;

6.1.3 goods match the description, sample or model; and

6.1.4 services are carried out with reasonable care and skill.

6.2 We must provide you with goods and services that comply with your legal rights.

6.3 The packaging of goods provided with an Experience may be different from that shown on our website.

6.4 If we can't supply certain goods as part of an Experience, we may need to substitute them with alternative goods of equal or better standard and value. In this case:

6.4.1 we will endeavour to let you know if we intend to do this, but this may not always be possible; and

6.4.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

## **7 Payment**

7.1 For more detailed information on your rights and what you should expect from us, please:

7.1.1 visit our webpage;

7.1.2 contact us at the details contained in these terms; or

7.1.3 visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

7.2 Nothing in this contract affects your rights under the Consumer Rights Act 2015. You may also have other rights in law.

7.3 Please contact us using the contact details at the top of this page if you want:

7.3.1 us to replace the goods included in the Experience, subject always to availability and reasonableness; or

7.3.2 to cancel the Experience and/or seek a refund in circumstances where you are entitled to do so.

## **8 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **9 Limit on our responsibility to you**

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence)

or arising under applicable laws relating to the protection of your personal data, we are not legally responsible for:

9.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed; or
- (b) were not caused by any breach on our part;

9.1.2 business losses; or

9.1.3 losses to non-consumers.

## **10 Disputes**

10.1 We will try to resolve any disputes with you quickly and efficiently.

10.2 If you are unhappy with:

10.2.1 the goods;

10.2.2 our service to you; or

10.2.3 any other matter,

please contact us as soon as possible.

10.3 If we are unable to resolve a dispute using our internal complaint handling procedure, we will confirm this to you.

10.4 If you want to issue court proceedings in relation to this contract, the courts of England and Wales have exclusive jurisdiction.

10.5 The laws of England and Wales apply to this contract.

## **11 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.