

TICKETING TERMS AND CONDITIONS

The London Mavericks wants everyone entering the matchday to enjoy their visit and would like to inform you that the purchase of a Ticket and / or a Season Ticket (as applicable) and subsequent access are subject to these general terms and conditions ("Terms and Conditions") including any other terms and conditions referred to within them.

Please read these Terms and Conditions carefully before you purchase any tickets from the London Mavericks.

Disabled Supporters: please contact our matchday team on 07908 143655 for further guidance and support.

Privacy Policy: please refer to our Privacy Policy, which is available at <https://londonmavericks.co.uk/about/our-policies/>, for more detail on what information is collected and how it is used.

In these Terms and Conditions, the following words and phrases shall have the following meanings:

“Address” means your address provided to the Club upon application (or such other address notified by you to the Club in accordance with these Terms and Conditions).

“Applicable Regulation” means in respect of the England Netball & Netball Super League Authorities: (i) the statutes, rules, regulations, directives, codes of practice, guidelines and equivalent for the time being of such bodies; and (ii) all promotional, marketing, and commercial agreements and arrangements concluded by each such body; in each case with which the Club and / or you and / or a Guest is required to comply with from time to time.

“Applicable Law” means the laws of England and Wales and any statutes, regulations, edicts, byelaws, codes of conduct and guidelines, whether local, national, international, or otherwise existing to which the Club and / or you and / or any Guest is subject, and which is relevant to the Club and / or you and / or the Guest’s rights or obligations under these Terms and Conditions (as the case may be).

“Behind Closed Doors Match” means a Match which the Club holds without any spectators in attendance due to a COVID Event.

“Club” means London Mavericks, a company registered in England and Wales under

company number 15720460 and with its registered office at 3 Grace Court, Totteridge, London, N20 8PY.

“COVID” means the coronavirus disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), also known as ‘COVID-19’, and / or any variations or mutations thereof.

“COVID Event” means (i) COVID; (ii) any other epidemic(s) or pandemic(s); and / or (iii) where the Government of the United Kingdom and / or any Netball Authority restricts, prohibits, suspends, or otherwise impacts a Match fixture.

“Venue” means:

- Herts Sports Village (Hatfield) Brentwood Centre (Essex) or OVO Arena Wembley (London)
- any other venue or arena that is selected to host a home Match.

“Venue Regulations” means those venue regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Venue (copies of which are on display at the Venue and on the Website) including without limitation any guidelines and / or spectator codes of conduct issued by the Club from time to time in relation to a COVID Event.

“Guest” means a relative, friend, colleague and / or a companion to a disabled supporter who would be entitled to purchase a Ticket or Season Ticket (as applicable) under the Terms and Conditions of Entry.

“Match” and “Matches” means a home fixture game played at the Venue during the applicable annual Season for the London Mavericks team.

“Material” means any audio, visual or audio-visual material or any information or data.

“Season Ticket” means the seasonal membership the Club provides to those who have purchased a Season Ticket.

“Seat” means the seat (or seats) in the Venue to which these Terms and Conditions relates.

“Season” means the relevant netball season in which a Ticket is valid, or Season Ticket is valid (ending at the end of the day of the final Match of the relevant netball season), as applicable.

“Season Ticket” means the physical or digital entry card, ticket or pass entitling you to admission to relevant home games played by the Club at the Venue and includes any alternative card, ticket or pass issued from time to time or otherwise made available in accordance with clause 2 and any replacement card, ticket or pass issued from time to time or otherwise made available in accordance with clause 2.

“Terms and Conditions” means these terms and conditions and any other terms and conditions referred to within them (as amended from time to time) governing the issue and use of a Ticket or Season Ticket (as applicable).

“Terms and Conditions of Entry” means each of the rules and regulations of each netball Authority, the Venue Regulations, any requirements and / or spectator code(s) of conduct issued by the Club from time to time in relation to a COVID Event, and these Terms and Conditions, each as may be amended from time to time. Any amendments to the Terms and Conditions of Entry will be available to you either through the respective organisation’s website, or on the Club's Website.

"Ticket" means the physical or digital entry card, ticket or pass entitling you to admission to a specific home game played by the Club at the Venue and includes any alternative card, ticket or pass issued from time to time or otherwise made available in accordance with clause 2 and any replacement card, ticket or pass issued from time to time or otherwise made available in accordance with clause 2.

“User” means: (i) you; or (ii) any person who uses a Ticket and / or a Season Ticket whilst accompanying a Disabled Support as a Guest.

“Visiting Club” means the netball club playing against the Club in respect of the Match.

“Website” means the Club’s website, currently www.LondonMavericks.co.uk

1. TERMS OF ADMISSION AND TICKET RESTRICTIONS

1.1 The purchase of a Ticket or Season Ticket (as applicable) constitutes an acceptance by the purchaser of, and an undertaking to be bound by and observe, these Terms and Conditions. As set out in more detail in Section 6 below, the Club reserves the right to refuse admission to, or eject from, the Venue any person for behaviour likely to cause damage, injury, nuisance or annoyance or for failure to comply with these Terms and Conditions, the venue Regulations (being the venue regulations issued by the Club from time to time, which can be found on the Website), the reasonable requests of the Club or for reasons of public safety. For the avoidance of doubt, where the Ticket or Season

Ticket (as applicable) holder attends a Match that is not held at the Venue, they shall also comply with the relevant local venue regulations and / or terms of entry in force on the date the Match occurs.

1.2 Please note that you do not have a right to cancel your Ticket or Season Ticket(s) (as applicable) (or any renewal of your Season Tickets(s)) under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Other than as set out in these Terms and Conditions, the Season Ticket Terms and the Hospitality Terms, the price of the Ticket or Season Ticket (as applicable) is non-refundable. However, if you are a consumer, you have legal rights if the Club does not comply with its obligations under these Terms and Conditions, the Season Ticket Terms, the Venue Regulations and the Hospitality Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions, the Season Ticket Terms, the Venue Regulations and the Hospitality Terms will affect or limit your legal rights.

1.3 Ticket or Season Ticket (as applicable) holders and / or purchasers of a Ticket or Season Ticket (as applicable) will be responsible for compliance and observance with these Terms and Conditions and all relevant statutes, safety announcements, rules and regulations including the Venue Regulations and any reasonable instructions of the Club issued from time to time. Misconduct of the ticket holder, failing to adhere to these Terms and Conditions or acting in a manner which the Club considers is detrimental to its interests or is likely in the reasonable opinion of the Club to bring the game of netball and / or the Club into disrepute shall permit the Club to confiscate or forfeit (in each case without compensation) the Ticket or Season Ticket (as applicable), prevent access to the Venue for the Match fixture in question and / or ban the ticket holder from attending future Matches or other events at the Venue for such time as the Club deems reasonably appropriate (acting in its sole discretion).

1.4 All Tickets and Season Tickets (as applicable) are issued subject to (i) these Terms and Conditions (as may be amended, varied or changed from time to time), (ii) the rules and regulations from time to time of the (relevant) Netball Authorities having regard to the competition in respect of which tickets are offered for sale, (iii) the Venue Regulations (as such regulations may be specified and amended, varied or changed by the Club from time to time), (iv) the Season Ticket Terms (as appropriate), (v) the Hospitality Terms, and (vi) such additional rules and regulations as the Club may adopt from time to time, all of which are hereby incorporated into these Terms and Conditions.

1.5 The Ticket or Season Ticket (as applicable) gives access only to the block, row and seat indicated on the Ticket or Season Ticket (as applicable) and not to any other seat within the Venue, however the Club reserves the right to re-allocate the Ticket or Season

Ticket (as applicable) holder to any other seats in the Venue at any time and at its absolute sole discretion.

1.6 The Club cannot guarantee that the seat to which this Ticket or Season Ticket (as applicable) refers will not be affected by adverse weather conditions, including (but not limited to) events of force majeure or concerns over safety and / or security, or that the view will not be affected by pillars or other structural apparatus or circumstances beyond the reasonable control of the Club. However, the Club will use reasonable efforts (where possible) to minimise the effects of such events.

1.7 The Club reserves the right to change the venue, date and centre-pass time of any Match without any liability whatsoever and to alter or change the programme and / or seating without prior notification. The Club will endeavour to make the Ticket or Season Ticket (as applicable) holder aware of any fixture changes via e-mail but advises that the onus is on the Ticket or Season Ticket (as applicable) holder to check this information through official channels.

1.8 The Club reserves the right to amend these Terms and Conditions from time to time in order to comply with Applicable Laws, Applicable Regulations and any relevant competition rules and / or requirements.

1.9 Save for official Club merchandise and / or other netball related clothing worn in good faith, ticket holders shall not bring into, use or display within the Venue any other sponsorship, promotional or marketing materials.

1.10 You shall not offer or distribute (either free or for sale by any person) within the Venue any consumer article or commercial product of any nature.

1.11 Ticket or Season Ticket (as applicable) holders who enter the Venue acknowledge that photographic images and / or video and / or sound recordings (and / or still images taken from video recordings) may be taken of them and may also be used in televised and / or radio coverage of Matches and / or for promotional or marketing purposes by the Club, England Netball, Netball Super League, or other third parties. CCTV is in operation at the Venue.

1.12 Body worn video cameras recording video and / or audio may also be used as appropriate to record images or audio which identifies you as an individual, for example to record the prohibited behaviours set out in these Terms and Conditions, the Season Ticket Terms, the Venue Regulations and the Hospitality Terms. The Club may itself use or pass to the police and / or any Netball Authority any recordings for use in any proceedings.

1.13 No Ticket or Season Ticket (as applicable) holder (other than the holder of a valid licence granted by the Club or by a Netball Authority, with the Club's consent) may bring into, or use within, the Venue any equipment which is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to a match or the Venue, other than mobile phones or like devices for personal non-commercial use.

1.14 The Ticket or Season Ticket (as applicable) will remain the property of the Club at all times and must be produced if required to do so by an official, Pioneer, steward or employee of the Club or any member of the police. Tickets and copyright of tickets shall remain the property of the Club, Netball Authorities or any third party (as applicable).

1.15 If a Ticket or Season Ticket (as applicable) is used in breach of these Terms and Conditions, the Club reserve the right to cancel the Ticket or Season Ticket (as applicable) and retain any monies paid, and the ticket holder may be refused admission to or ejected from the Venue.

2. VENUE ADMISSION AND LOST TICKET PROCEDURE

2.1 No admission to the Venue without a valid Ticket or Season Ticket (as applicable). Concession Ticket or concession Season Ticket (as applicable) holders may be required to produce identification providing proof of age (see Section 3 below).

2.2 Lost Ticket or Season Ticket (as applicable) reprints can be obtained from the Ticket Team at the venue at a fee of £2 per ticket.

2.3 If you arrive for the game having forgotten your Ticket or Season Ticket (as applicable) it can also be reprinted at the Ticket Office for £2 per ticket.

2.4 If you opted for Print@Home as your ticket delivery method and have not downloaded or printed your tickets, they can be printed at the Ticket Office subject to a £2.00 fee per ticket. The same will apply to tickets on smartcards or in any other format.

2.5 If a Season Ticket is permanently lost, stolen or destroyed, a new card shall be issued by the Club for collection as soon as reasonably practical after the payment of a non-refundable administration charge of £10.

2.6 There is no refund due in the event that an adult ticket is used to admit a supporter who is entitled to a concession based on their age.

2.7 A concession Ticket or Season Ticket (as applicable) can be upgraded to a non-concession category at the Ticket Office or by phone.

3. AGE QUALIFICATIONS – PROOF OF AGE MUST BE PROVIDED

3.1 Concessions may be offered on ticket pricing for supporters of the following ages who purchase a Ticket or Season Ticket (as applicable) to watch London Mavericks.

3.1.1 Babes in arms: aged under 2 years old on the 1st September of the year in which the applicable season commences.

3.2 At the Club's absolute sole discretion, at any time, you may be asked to provide proof of your concessionary status. The Club will only accept the following forms of identification, namely a valid birth certificate, valid passport or a valid driving licence. Anybody found to be using a concession Ticket or Season Ticket (as applicable) unjustly to gain entry to a Match will be refused admission to or ejected from the Venue and may face subsequent action by the Club.

3.3 All tickets must be purchased from the Club (either directly or through the Ticket Exchange), at the correct price category and in accordance with these Terms and Conditions and any other applicable terms and conditions of the Club or relevant third party. If any Ticket or Season Ticket is purchased and does not reflect the appropriate price for the supporter in possession of and / or using the Ticket or Season Ticket, you must contact Supporter Services or face refusal of admission to or ejection from the Venue and may face subsequent action by the Club. It shall be at the Club's absolute sole discretion to offer a refund for a Ticket or Season Ticket (as applicable), which has been purchased at a higher price category than is available to the ticket holder.

4. PRICING AND INFORMATION

Whilst the Club tries to ensure that pricing and ticketing information on the Website is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the ticket you have ordered, the Club will inform you as soon as reasonably practicable and give you the option of reconfirming your order at the correct price / specification or cancelling it. If the Club is unable to contact you, it will unfortunately have to treat the order as cancelled. If the order is cancelled, the Club will of course provide you with a full refund (including booking fees). Please note that it is your responsibility to check the relevant ticket delivery method and the relevant booking and / or delivery fees (if any), as these may change on a Match-by-Match basis.

5. TICKET EXCHANGES AND REFUNDS – MATCH POSTPONEMENT AND ABANDONMENT

5.1 If the Match to which a Ticket relates is postponed for any reason, the Ticket shall remain valid for the rearranged Match. The Club will have no further liability whatsoever in connection with a postponed or abandoned Match, including (but not limited to) any direct or consequential loss or damage, loss of enjoyment or travel or accommodation cost. It is the responsibility of the Ticket holder to ascertain the correct date and centre pass time of any rearranged and / or postponed Match.

7. EXCLUSION OF LIABILITY

7.1 If you are a consumer, the following terms shall apply subject to clause 8.3:

7.1.1 The Club only provides you with use of a Ticket / Seasonal Membership for your domestic and private use and you agree not to use a Ticket / Seasonal Membership for any commercial or business purposes, and the Club has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.1.2 If the Club fails to comply with these Terms and Conditions, the Club is responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or the Club's negligence, but the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Club's breach or if it was contemplated by you and the Club at the time that you purchased the Seasonal Membership. Neither the Netball Authorities nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.

7.1.3 Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, the Club shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms and Conditions, including admitting you and/or any other User to the Venue for the Match, caused by any circumstances outside the Club's reasonable control including, without limitation (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Regulation due to a COVID Event; and/or (ii) the exercise of any discretion by the Club in respect of the availability, prioritisation and/or allocation of tickets in respect of any Reduced Capacity Match(es).

7.2 If you are NOT a consumer, the following terms shall apply subject to clause 8.3:

7.2.1 The Club hereby excludes any liability for loss, injury, or damage to persons/property in or around the Venue except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under Applicable Law.

7.2.2 Neither the Netball Authorities nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.

7.2.3 Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, the Club shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms and Conditions, including admitting you and/or any other User to the Venue for a Match or Matches, caused by any circumstances outside the Club's reasonable control including, without limitation (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Regulation due to a COVID Event; and/or (ii) the exercise of any discretion by the Club in respect of the availability, prioritisation and/or allocation of tickets in respect of any Reduced Capacity Match(es).

7.2.4 Subject to clause 8.3, the Club's total liability in respect of your use of the Season Ticket in respect of a particular Season or any breach of these Terms and Conditions in respect of a particular Season, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed the amount paid by you to the Club for the Season Ticket for that particular Season. The Club will have no further, or other, liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage.

7.3 Notwithstanding any provision in these Terms and Conditions, the Club does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by the Club's negligence or the negligence of any of its officers, employees, or agents; or (d) for any other matter for which it is not possible to exclude or limit liability by law.