Disability Access Season Ticket Waiting List: Terms & Conditions

1. How the Disability Access Season Ticket Waiting List works

- 1.1 A non-refundable deposit per seat of either:
 - (i) £50 if you are 18 or over; or
 - (ii) £25 if you are under 18,

is charged to join the Disability Access Season Ticket Waiting List (the "Deposit"), redeemable against the cost of the Disability Access Season Ticket upon purchase. Once you join the Disability Access Season Ticket Waiting List, you will be allocated a waiting list reference number to indicate your place on the Disability Access Season Ticket Waiting List. The Disability Access Season Ticket Waiting List shall be run on a first come, first served basis based on your allocated waiting list reference number. Please note that your assigned waiting list number may change if other individuals on the General Admission Waiting List become eligible to join the Disability Access Season Ticket Waiting List, provided they subsequently meet the Disability Access Requirements.

- 1.2 You will be asked to complete the Disability Access Requirement Form and will be asked to specify your disability access requirements, specify whether you need to attend with a personal assistant or carer and to provide documentation to support your application for a Disability Access Season Ticket. In order to remain on this list, the Club may ask you to provide further documentation to support your application for a Disability Access Season Ticket. This enables us to check your disability access requirements (including whether they have changed) and allows us to plan effectively how best to meet your access requirements. If you are unable to provide this supporting documentation, or otherwise fail to do so within a reasonable period of time, you will not qualify for a Disability Access Season Ticket and you will be placed on the General Admission Season Ticket Waiting List instead. If you have any trouble with obtaining supporting information or have any questions, please contact the Club support https://help.arsenal.com/support/tickets/new.
- 1.3 By paying the Deposit to The Arsenal Football Club Limited (the "Club"), you accept the terms and conditions set out herein.
- 1.4 You must ensure that the Club has your up-to-date contact details whilst you are on the Disability Access Season Ticket Waiting List. To update your contact details, please contact the Club via https://help.arsenal.com/support/tickets/new. The Club shall not be responsible for any missed communications that are a result of your failure to keep your contact details up to date.
- 1.5 Unfortunately joining the Disability Access Season Ticket Waiting List does not give you any entitlement to match tickets. If you want access to match tickets before you become entitled to purchase a Season Ticket pursuant to paragraph 2.1 below, we advise that you purchase tickets via the Club website or enter into a Disability Access ballot. More information about purchasing tickets on a match-by-match basis can be found at https://www.arsenal.com/tickets (and separate terms & conditions shall apply to the purchase and use of such tickets).

2. Purchase of a Disability Access Season Ticket

- 2.1 Following the completion of the season ticket renewal period each season, , any newly available Disability Access Season Ticket will be offered to individuals on the Disability Access Season Ticket Waiting List. When your position on the Disability Access Season Ticket Waiting List makes you eligible to purchase a Season Ticket, the Club will use the contact details you provided to notify you of the opportunity to purchase a Disability Access Season Ticket ("Purchase Offer Notification").
- 2.2 Subject to paragraph 2.3 below, as part of the purchasing procedure, provided you have paid the Deposit for the relevant Disability Access Season Ticket(s), you or your nominated individual(s) will be allocated a Disability Access Season Ticket for purchase. If you chose to nominate an individual other than yourself for the Disability Access Season Ticket, you will provide the Club with all information requested by the Club relating to the nominated individual and you warrant and represent to the Club that you have all necessary consents and permissions to provide such information. Upon purchase of the Disability Access Season Ticket, the nominated individual will become subject to any Club terms and conditions applicable to the Disability Access Season Ticket (which can be found at https://www.arsenal.com/ticket-terms-conditions-mensand you are responsible for making the nominated individual aware of these terms.
- 2.3 Upon accepting a Disability Access Season Ticket, the full payment (minus the Deposit already paid) will become due and upon payment, you and/or your nominated individual will become entitled to the full Disability Access benefits, subject to the Home Ticket terms and conditions, which can be found at https://www.arsenal.com/ticket-terms-conditions-mens.

2.4 You must respond and complete the purchase of such Disability Access Season Ticket(s) before the deadline specified in your Purchase Offer Notification (which shall be determined by the Club in its absolute discretion (the "**Deadline**").

3. Removal from the Disability Access Season Ticket Waiting List

3.1 As described at paragraph 2.4, should you decline or fail to take up the Season Ticket when offered under paragraph 2.1 above before the Deadline, the Club may remove you from the Disability Access Season Ticket Waiting List.

3.2 Should you breach:

- (i) the terms of any other agreement that you may have with the Club; or
- (ii) any Club terms and conditions applicable to you,

or, if you are, or become, subject to any banning orders whereby you are prohibited from attending football matches, the Club may, at its sole discretion, remove you from the Disability Access Season Ticket Waiting List. The Club will notify you of this decision in writing no later than 30 (thirty) days after you have been removed from the Disability Access Season Ticket Waiting List.

- 3.3 If you wish to be removed from the Disability Access Season Ticket Waiting List at any point, please notify the Club by completing the enquiring form on the following website: https://arsenalfc.freshdesk.com/support/tickets/new post to Disability Liaison Team, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU.
- 3.4 If you are removed from the Disability Access Season Ticket Waiting List for any reason listed under this paragraph 3, please be aware that your Deposit is non-refundable and will not therefore be returned. You can appeal the Club's decision to remove you from the Disability Access Season Ticket Waiting List in writing within 21 days of the date of the decision. You must submit your appeal in writing by email to appeals@arsenal.co.uk, including the reason for the appeal and attaching any documents that you wish the Club to consider.

4. Miscellaneous

- 4.1 Without prejudice to the provisions of paragraph 4.3, the Club shall not be in breach of, or be deemed to be in breach of, any provision of these terms and conditions if it fails to perform any of its obligations under these terms and conditions by reason of any fact, matter or circumstance which is outside the reasonable control of the Club.
- 4.2 The Club shall not be liable to you, whether in contract, tort or otherwise, for any indirect, special or consequential loss or damage, or for any loss of profit or revenue, loss of use or enjoyment, loss of business or contracts, or loss of opportunity. The aggregate liability of the Club to you in connection with these terms and conditions, whether in contract or tort, including negligence, or in any other way, shall not exceed the aggregate amount of the Deposit paid by you as at the relevant date.
- 4.3 Notwithstanding any other provision of these terms and conditions, the Club does not seek to exclude or limit its liability for death or personal injury caused by the negligence of any of its officers, employees or agents.
- 4.4 The Club reserves the right to cancel or vary the Disability Access Season Ticket Waiting List process at any time and at its sole discretion.
- 4.5 Information about how the Club handles personal data is available at www.arsenal.com/privacy-policy.
- 4.6 These terms and conditions are governed by, and shall be construed in accordance with, English law. The parties agree that the Courts of England have exclusive jurisdiction to settle any dispute arising in connection with these terms and conditions and the parties submit to the exclusive jurisdiction of the English courts.