Terms and Conditions

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Last Updated: November 25, 2024

It is understood that these terms and conditions have been agreed to when interacting with Wakefield Trinity RLFC and its associated partners.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use your season ticket after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop your season ticket.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

By Email: Facilities@wakefieldtrinity.com

By Post:

Facilities Team, Wakefield Trinity, Doncaster Road, Wakefield, WF1 5EY

1. Interpretations and Definitions

1.1. Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The definitions will have the same meaning regardless of whether they appear in singular or in plural.

1.2. Definitions

For the purposes of these Terms and Conditions:

- **1.2.1.** Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **1.2.2.** Company (referred to as either "Wakefield Trinity RLFC", "We", "Us", "Our" In this agreement) refers to Spirit of 1873 ltd T/A Wakefield Trinity RLFC, The DIY Kitchens Stadium, Doncaster Road, Wakefield, England, WF1 5EY.
- **1.2.3.** Device means any device that can access the Service such as a computer, a smart phone or a digital tablet.
- **1.2.4.** Goods refer to the items offered for sale, either on the club website, in the club store, or as part of the Service.
- **1.2.5.** Orders mean a request by You to purchase Goods from Us
- **1.2.6.** Service refers to a season ticket.
- **1.2.7.** Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **1.2.8.** Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **1.2.9.** Website refers to Wakefield Trinity, accessible from https://wakefieldtrinity.com/
- **1.2.10.** You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2. Acknowledgement

- **2.1.** These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.
- **2.2.** Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions and <u>Stadium Regulations</u>. These Terms and Conditions apply to all visitors, users and others who access or use the Service.
- **2.3.** By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.
- 2.4. Your access to and use of the Service is also dependent on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

3. Season Ticket Conditions of Issue

- **3.1.** The ticket is issued subject to the Rules, Regulations and Byelaws of The Super League, Rugby League Association, and Wakefield Trinity Rugby League Club.
- **3.2.** The ticket admits the holder to league home matches at Wakefield Trinity Rugby League Club on production of the season ticket at the appropriate entrance. Separate tickets must be purchased for non-league events, such as Friendlies, Cup games, and Testimonials.
- **3.3.** Holders must produce the Season Ticket at the turnstile.
- **3.4.** Should any issues arise where the ticket isn't readable by the ticket scanner or scanning staff, You may be directed to the ticket office in the East Stand to rectify any issues.

3.5. Transferring

- **3.5.1.** Regular season tickets are non-transferable and may not be re-sold to third parties, further to this, tickets may not be used as a prize in a lottery or competition. The Season Ticket will be confiscated and cancelled without compensation if used by anyone other than the person in whose name it is registered. Any misuse of a season ticket will result in the season ticket being removed.
- **3.5.2.** Hospitality Season tickets may be transferred with the name, contact information, and dietary requirements of the individual sent to MatchdayHospitality@wakefieldtrinity.com 48 Hours Prior to the event.

4. Placing Orders for Goods and Services

- **4.1.** By placing an order for a season ticket, You warrant that You are legally capable of entering into binding contracts.
- **4.2.** We reserve the right to restrict You from accessing Goods and Services for any reason.

4.3. Your Information

- **4.3.1.** If You wish to place an order for a season ticket, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.
- **4.3.2.** You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct, and complete.
- **4.3.3.** By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

4.4. Order Cancellation

- We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:
- Goods availability
- Errors in the description or prices for Goods
- Errors in Your Order
- We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

4.4.1. Your Order Cancellation Rights

- Any Goods you purchase can only be returned in accordance with these Terms and Conditions and Our Returns Policy.
- Our Returns Policy forms a part of these Terms and Conditions. Please read our Returns Policy to learn more about your right to cancel Your Order.
- Your right to cancel an Order only applies to Goods that are returned in the same condition as You received them. You should also include all of the product's instructions, documents and wrappings. Goods that are damaged or not in the same condition as You received them, or which are worn simply beyond opening the original packaging will not be refunded. You should therefore take reasonable care of the purchased Goods while they are in Your possession.
- We will reimburse You no later than 14 days from the day on which We receive the returned Goods. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.
- You will not have any right to cancel an Order for the supply of any of the following Goods:
- The supply of Goods made to Your specifications or clearly personalized.

- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.
- The supply of digital content which is not supplied on a tangible medium if the performance has begun with Your prior express consent and You have acknowledged Your loss of cancellation right.

4.5. Availability, Errors and Inaccuracies

- **4.5.1.** We are constantly updating Our offerings of Goods on the Service. The Goods available on may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Service and in Our advertising on other websites.
- **4.5.2.** We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

4.6. Prices Policy

- **4.6.1.** The Company reserves the right to revise its prices at any time prior to accepting an Order.
- **4.6.2.** The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

4.7. Eligibility for Age related discounts

- **4.7.1.** The club offers Concession and Junior tickets, with differing pricing structures to regular tickets. The terms of eligibility are listed below:
- **4.7.2.** Concession is available for 17-21 years old. To be eligible for these tickets, holders must turn 17 years old and must be no older than 21 prior to February 1st, 2025. If the holder turns 21 years old prior to February 1st, 2025, they are ineligible for the concession tickets and must purchase a regular ticket.
- **4.7.3.** Concession is also available to those 65+. To be eligible for these tickets, holders must turn 65 years old prior to February 1st, 2025.
- **4.7.4.** Junior tickets are available from ages 4-16. To be eligible for these tickets, holders must be 4 years old by February 1st, 2025. If the holder turns 17 years old prior to February 1st, 2025, they are ineligible for the junior tickets and must purchase a Concession ticket.
 - 4.7.4.1. These tickets must be purchased alongside a regular or concession season ticket, or by a season ticket holder.
- 4.7.5. Tickets are free for Under 4s.

- **4.7.6.** Identification maybe required as a proof of age, before Concession or Junior tickets are granted. This is at the full discretion of the club.
- **4.7.7.** For safeguarding purposes. Any person(s) under the age of 14 MUST be supervised by a person over the age of 18.
- **4.7.8.** The Company reserves the right to revoke or amend the benefits listed under **(4.7.)** in certain areas of the stadium should it see fit.

5. Payments

- **5.1.** Season tickets may be purchased using a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard. We can no longer accept American Express.
- **5.2.** Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.
- 5.3. Alternate Season Ticket Prices
 - **5.3.1.** Alongside our regular season ticket prices, we also offer concession and junior.

5.4. Recurring Payments

5.4.1. Payment Period

Season tickets may also be purchased in instalments, using recurring payments. You will be billed in advance on a recurring and monthly basis. Instalments will be of equal value and the number of payment periods will alter depending on when the order is placed:

November 2024	10 equal monthly payments	
December 2024	9 equal monthly payments	
January 2025	8 equal monthly payments	
February 2025	7 equal monthly payments	

- **5.4.2.** Payments will be taken one the same day, each month, based upon the date of your first payment.
- **5.4.3.** At the end of the payment period, your season ticket will end, and you will need to renew this manually.

5.5. Recurring payment cancellations

You may cancel Your Recurring payments by contacting the Company. You will not receive a refund for the fees You already paid for Your season ticket, and You will be responsible for the balance of any outstanding monthly payments yet to be made.

5.6. Billing

- **5.6.1.** You shall provide the Company with accurate and complete billing information including full name, address, county, post code, telephone number, and a valid payment method information.
- **5.6.2.** Should automatic billing fail to occur for any reason, the Company suspend your season ticket. The full balance owing must be paid as well as a £10 administrative fee before your season ticket is reactivated and access to the Service can resume.

5.7. Refunds

- **5.7.1.** Except when required by law, season tickets are non-refundable.
- **5.7.2.** Certain refund requests for season tickets may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

6. Car Parking

- **6.1.** Car Parking is solely controlled by the Company and its contractors. The club reserves the right to refuse parking in the premises at any time. Parking is sold on a seasonal basis through the club shop at a VERY limited quantity.
- **6.2.** In order to park at the ground on a matchday, ticket holders MUST have purchased a pass from the club and provided the name, car registration, address, and contact information. Parking maybe refused if these details are not provided.
- **6.3.** Vehicles may not park outside of the designated bays. These routes are required for emergency service vehicles to access and egress the stadium. Any vehicle found in breach of this may be removed from site or clamped.

7. Links to Other Websites

- **7.1.** Our website may contain links to third-party web sites or services that are not owned or controlled by the Company.
- **7.2.** The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.
- **7.3.** We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

8. Termination

- **8.1.** We may terminate or suspend Your season ticket immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.
- **8.2.** Upon termination, Your right to use the season ticket will cease immediately.

9. Limitation of Liability

- **9.1.** Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for your season ticket.
- **9.2.** To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the season ticket, third-party software and/or third-party hardware used with the season ticket, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

10. Governing Law

10.1. The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the season ticket.

11. Disputes Resolution

11.1. If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

12. Severability and Waiver

12.1. Severability

12.1.1. If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

12.2. Waiver

12.2.1. Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

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Appendix 1 – Stadium Regulations

- 1. Wakefield Trinity RL ('the Club Management') reserves the right of admission to the Stadium.
- 2. All persons entering the Stadium are admitted subject to their acceptance of these Stadium Regulations. Entry to the Stadium is conditional and constitutes unqualified acceptance of all the rules and regulations.
- 3. All matches will be played in accordance with the rules and regulations of The Rugby Football League and their respective laws of the Game.
- Play cannot be guaranteed to take place on any specific day or at any specific time and the Club Management reserves the right to change its advertised fixtures without notice or liability.
- 5. At the Club Management's discretion, refunds may be made in respect of tickets sold and paid for in advance of a match, where such match is postponed. This is subject to a time limitation, the details of which can be obtained from the Club.
- 6. The Club Management reserves the right to refuse admission to, or eject from, the Stadium:
 - Any person dressed in a manner which is considered inappropriate. offensive or distasteful
 - Considered dangerous either to their own safety or the safety of other users of the Stadium.
 - Any person who refuses to be searched by any employee or agent of the Club.
- 7. Fireworks, smoke canisters, knives, bottles, glasses, cans, all musical instrument, flags, banners, poles and other related articles or containers which could be used as a weapon or missile, are not permitted within the Stadium, any persons in possession of such items will be refused entry.
- 8. The throwing of any object within the Stadium is not allowed.
- 9. It is an offence to use foul or abusive language, obscene chanting, threats or any form of abuse, this includes a social media and other means of communication. Action will be taken against individuals or groups indulging in such behaviour.
- 10. Unauthorised persons are forbidden from entering the field of play, unless advised to do so in an emergency. Any person entering the field of play without permission will be excluded from the Stadium and may be charged with aggravated trespass.
- 11. The obstructing of gangways, access ways, exits and entrances, stairways and similar places and persistent standing in seated areas whilst play is in progress is not allowed.
- 12. The climbing of floodlight pylons stands or any other structure within the Stadium is not allowed.
- 13. Unnecessary noise such as that from the use of audio equipment and behaviour likely to cause confusion or annoyance to any person is not allowed in any part of the Stadium.
- 14. Any person attempting to gain admission to or being found within an area of the Stadium designated 'Members Only' or similar control without appropriate authorisation or documentation may be ejected from the Stadium.

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- 15. Except for persons authorised by the Club Management and Press Representation holding official passes, the taking of photographs, cine photography or video footage within the Stadium is not allowed. In addition, recording for Radio, Television, Internet or for private purposes, whether for transmission or otherwise is not allowed except with authorisation in writing from the Club Management.
- 16. Only persons specifically authorised in writing by the Club Management can distribute either without charge or offer for sale within the Stadium newspapers, periodicals, or any other articles.
- 17. Any person found damaging or defacing property within the Stadium will be subject to action which may include prosecution.
- 18. Persons failing to comply with instructions from a Safety Team Member or other authorised agent of the Club may be ejected from the Stadium and subject to further action.
- 19. The Club Management reserves the right for its employees and agents to remove from the Stadium any person who does not comply with the Stadium Regulations, the Rules, and Regulations of the RFL and the Safety of Sports Grounds Act 1975, or whose presence within the Stadium is, or could, be construed as constituting a source of danger, nuisance, or annoyance to any other person.
- 20. The importation of alcohol into the Stadium is not allowed.
- 21. Any spectator breaching these regulations will be subject to an immediate Conditional Exclusion Order, or other sanctions. All breaches will be fully investigated, retrospective action may be taken. Information will be shared with other Clubs and relevant parties.
- 22. The Club will support and enforce Banning or Exclusion orders in place with other Clubs and Sports.
- 23. Smoking is only permitted in designated areas this includes electronic vaping devices.
- 24. Persons under the age of 14 must be accompanied by a responsible adult, over the age of 18.

Appendix 2 – Search Policy

- 1. Wakefield Trinity RLFC are committed to providing a safe and welcoming environment for both visitors and staff. This search policy is in place to ensure that prohibited items not brought into the stadium which are detailed in this policy.
- 2. All visitors to the DIY Kitchens Stadium, and their belongings, may be subject to a search at the venue. This is a condition of entry to the Stadium and is included in our Stadium Regulations.
- 3. If any prohibited items are found, a report will be submitted detailing action and outcome.
- 4. Where relevant and credible intelligence is received, targeted searching may take place. A record would be kept of the information along with the outcome.
 - 4.1. Prohibited items include but are not limited to:

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- Bags which do not adhere to the specified Bag Policy
- Bottles of any kind, Glass Vessels. Cans, Flasks
- Alcohol
- Umbrellas greater than 1m in length
- Laptop sleeves larger than 37cm x 31cm in size
- Laptop Bags
- Flares, smoke canisters, air horns, laser devices
- Musical Instruments and other devices capable of causing disturbance or nuisance (Unless given written permission by the Club)
- Darts, Frisbees, etc.
- Dangerous or Hazardous items
- Illegal Substances
- Fireworks, Explosives, or Ammunition
- Knives, Blades, Firearms, and Weapons of any kind
- Scooters, Skateboards, and Other Skates
- Flags, Signs, or Banners which could be construed as offensive.
- Flagpoles greater than 1m in length
- Spray paint, Large industrial style "Permanent" marker pens.
- Transmitting devices
- Professional Cameras and recording devices.
- Unauthorised fliers, Merchandise sales, Charity Collection
- High Visibility clothing which could be confused with security or stewarding staff
- Helmets (Motorbike, Cycling, etc.)
- Animals (Except registered service animals)