

WEST HAM UNITED FOOTBALL CLUB TICKET EXCHANGE AND FORWARDING TERMS AND CONDITIONS



June 2025

The Ticket Exchange and Transfer system (the "System") is hosted by Ticketmaster (the "Host") on behalf of West Ham United Football Club ("we", "our", the "Club" or "us"). It is available to anyone ("you") who wishes to buy Tickets and to Season Ticket holders and Club London Members who wish to sell Tickets.

The System is also available for the transfer of Tickets subject to certain restrictions. If you are a private individual purchasing a ticket, then references in these terms and conditions to "you" are to the individual using the System for private and non-commercial purposes. If you are purchasing tickets on behalf of a company, references in these terms and conditions to "you" are to the business that you have the authority to bind in accordance with paragraph 1.

These terms and conditions, together with the documents which are referenced, set out the terms upon which you may purchase, sell or transfer Tickets through the System.

In these terms and conditions (unless the context dictates otherwise):

"Box Holder" means the holder of an Executive Box at the Ground;

"Buyer" has the meaning given to it in paragraph 5.1

"Ground" means London Stadium, Stratford, London E20 2ST;

"Ground Regulations" mean the ground regulations set by us & LS185

"Guest" means a relative, friend, colleague and/or companion to disabled supporters who would be entitled to purchase a Ticket under the Ticketing Terms

"Invoice Date" means the date on which the invoice for payment for a season ticket for a new season is calculated by us

"Match" means any football match taking place at the Ground in which our men's first team are competing in the Football Association Premier League, The UEFA Europa League, The FA Cup or the EFL Cup;

"Member" means a member of a Membership Scheme

"Membership Card" means a card issued by the Club to indicate membership of a Membership Scheme.

"Membership Scheme" means each of our membership schemes available to fans, the terms and conditions of which are available on the Website

"Club London Member" means any Member of the Club London Membership Scheme whose tickets are in the hospitality section of the Ground

"Price" has the meaning given to it in paragraph 4.3

"Regulations" means the provisions from time to time of the general safety certificate applying to the Ground, the Ground Regulations, the bye-laws, rules, regulations, orders, directions, codes of practice and other guidelines of the London Borough of Newham, the Metropolitan Police Service, the London Fire Brigade, the Football Licensing Authority, The FA Premier League Limited, The Football Association Limited (FA), the Federation Internationale de Football Association (FIFA), the Union des Associations Européennes de Football (UEFA), the European Commission and any other authority or organisation that has jurisdiction or authority in relation to the holding of Events from time to time;

"Seller" has the meaning given to it in paragraph 4.1

"Seller's Account" means, for each Seller, the Seller's personal bank or building society account which the Seller has registered with us in connection with the Seller's use of the System or such other bank or

building society account details of the Seller as you may notify to us from time to time;

"Seller's Amount" has the meaning given to it in paragraph 4.4;

"Seller's Balance" means, for each Seller, the aggregate sum of the Seller's Amounts held by us on behalf of that Seller that has not been transferred to that Seller or set off in accordance with paragraphs 4.11 to 4.13

"Ticket" means a ticket to a Match which is included as part of a Seller's season ticket or, to the extent that paragraph 6 applies, a ticket to a Match which was included as part of a Seller's season ticket but no longer is included as part of the Seller's season ticket

"Ticketing Terms" means the terms and conditions applicable to a Ticket, available on the Website.

"Transferee" has the meaning given to it in paragraph 7.3;

"Transferor" has the meaning given to it in paragraph 7.1; and

"Website" means www.whufc.com.

Please read these terms and conditions carefully before using the System. By selling, purchasing or transferring a ticket using the System, you confirm that you have read and agree to be bound by these terms and conditions.

Any individual admitted to a Match will also be bound by the Regulations and the Ticketing Terms applicable to the Ticket purchased – for more information, please visit <https://www.eticketing.co.uk/whufc/staticpages/termsandconditions.aspx>

1. PURCHASING ON BEHALF OF A COMPANY

1.1 If you are NOT a private ticket purchaser:

1.1.1 You confirm that you have authority to bind any business on whose behalf you are using the System

1.1.2 These terms and conditions constitute the entire agreement between you and the Club in relation to the System and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the Club, whether written or oral, relating to the System

1.1.3 You acknowledge that in using the System you do not rely on any statement, representation, assurance or warranty (whether

made innocently or negligently) that is not set out in these terms and conditions. You and us agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in these terms and conditions; and

1.1.4 Nothing in this paragraph shall exclude liability for either party's fraudulent misrepresentation.

2. INFORMATION ABOUT US

The System is hosted by Ticketmaster and by controlled by us. We are registered in England and Wales under company number 66516 and our registered office is at London Stadium, Queen Elizabeth Olympic Park, Stratford, London. E20 2ST. Our VAT number is 697253295.

3. REGISTRATION

3.1 In order to use the System, you must input your West Ham United membership number and password (the "Login Details").

3.2 You must keep your password and all other confidential information linked to your use of the System secure and not disclose it to any other person. If any such information becomes known by a third party, you must notify us immediately. We are not liable for any loss or damage arising from your failure to comply with your obligation under this paragraph 3.2.

3.3 Your Login Details are to be used by you only. You are wholly responsible for the use of the System by any person using your personal computer or point of presence and you are responsible for ensuring that any such person also fully complies with these terms and conditions.

3.4 By using the System, you warrant that you are legally capable of entering into binding contracts and are at least 18 years old (or a parent or guardian has entered into these terms and conditions on your behalf).

4. POSTING TICKETS FOR SALE

4.1 You may only post a Ticket for sale through the System in accordance with these terms and conditions provided that you either are:

- (a) a Season Ticket Holder and hold a season ticket which includes a Ticket to the relevant Match; or
- (b) a Club London Member and hold a season ticket which includes a Ticket to the relevant Match, (each, a "Seller").

4.2 Matches for which Tickets may be sold shall be determined by us in our sole discretion.

4.3 A Seller may make a Ticket available for sale generally or may elect a particular person to whom they wish to sell their Ticket, in accordance with the terms and conditions set out herein. The price at which the Ticket may be sold will be determined by West Ham United (the "Price").

4.4 A Seller may post a Ticket for sale on the System by logging into the Website with their Login Details. If a Match is available for a Seller to offer their Ticket for sale, "Ticket Exchange" will appear next to the relevant Match on the ticketing page of the Website. A Seller may offer their Ticket to that Match for sale, either to users of the System generally, or to a specific person, by clicking on the relevant Match and following the instructions. The System will indicate the amount that the Seller shall receive if the Ticket is sold (the "Seller's Amount").

4.5 If the Ticket is sold, a contract is formed between the Buyer and the Seller. We are not a party to the contract but act as agent for the Seller.

4.6 The Seller's Amount shall be equal to 90% of the proportion of the price paid by the Seller, for their season ticket, which is attributable by the Club to that Match where the Ticket is made available for sale generally, and 90% where the Seller has nominated the person to whom they wish to sell the Ticket. The difference between the Price and the Seller's Amount shall be retained by us as an administrative charge in acting as agent (the "Administrative Charge").

4.7 A Seller may elect for another user of the System (the "Elected Manager") to manage the offering and sale of their Tickets. Once the election has been made, the Elected Manager shall act as agent for the Seller in offering and selling the Tickets of the Seller. For the avoidance of doubt, the Seller's Amount attributable to any Ticket sold by the Elected Manager on the Seller's behalf through the System shall be payable to the Seller and added to the Seller's Balance.

4.8 The time periods for which a Ticket may be offered for sale will be determined in our sole discretion. When the Seller posts a Ticket for sale through the System, the deadline by which that Ticket must be sold, or the offer lapses will be indicated (the "Deadline"). The Seller may, however, at any time until the earlier of the Deadline and the Ticket being sold, withdraw that Ticket from sale.

4.9 If a Ticket is not sold by the Deadline, that Ticket will no longer be offered for sale through the System and the Seller may use the Ticket to attend the Match as if they had not offered the Ticket for sale.

4.10 If a Ticket is sold through the System, we shall:

- (a) send the Seller a confirmation email
- (b) de-activate the Seller's card so that the card will not permit admittance to the Ground for that Match; and
- (c) credit the Seller's Balance with an amount equal to the Seller's Amount.

4.11 All amounts credited to the Seller's Balance on the Invoice Date will automatically be set off against any amounts the Seller owes to us for purchasing or renewing season tickets for the following season in the event that the Seller elects to pay for the new season by credit card on the Website.

4.12 You are responsible for ensuring the accuracy and security of the Seller's Account details you have provided to us. We are not liable for any loss or damage arising from your failure to comply with your obligation under this paragraph 4.12. By submitting a Transfer Request you are thereby authorising us to transfer the relevant funds held by us on your behalf to the Seller's Account.

4.13 You shall be responsible for any breach of these terms and conditions and/or the Ticketing Terms by any person to whom you sell any Ticket through the System that is designated by you under paragraphs 4.3 or 4.4 of these terms and conditions. In the event that any such person breaches any of these terms and conditions and/or the Ticketing Terms, you and that person shall each be held liable for such breach.

4.14 PLEASE NOTE that posting a Ticket for sale through the System does not guarantee that the Ticket will be sold.

5. BUYING A TICKET

5.1 Anyone registered to use the Website may purchase Tickets (each, a "Buyer") by logging into the Website. We make no representation that Tickets will be available through the System. If a Ticket is available for

a Match, a Buyer may purchase that Ticket for the Price (which will be indicated on the Website), and by following the instructions on the

Website. Any purchase of a Ticket through the System can be paid for by credit or debit card and the Buyer's credit or debit card will be charged upon our confirmation of the Buyer's purchase by email. All payments must be received in fully cleared funds. Where a Buyer is purchasing more than one Ticket, each intended recipient of a Ticket will also

need to be registered to use the Website. Please note that additional restrictions or qualifying conditions may be imposed on specific matches which will be communicated at the time of purchase.

5.2 In the event that the Buyer purchases a Ticket using the System, the Buyer forms a contract with the Seller, with us acting as agent of the Seller. The Buyer shall pay the Price to us (acting as agent of the Seller).

5.3 Tickets purchased by a Buyer will be made available in accordance with the Ticketing Terms. Any purchase of a Ticket by a Buyer is deemed acceptance of those Ticketing Terms. To the extent that a Buyer has a Membership Card which is not otherwise being used for that Match, and the Ticket is purchased prior to the tickets for the relevant Match being made available for general sale, that Membership Card will be activated to permit admittance to the Ground for one of the Tickets purchased.

5.4 If a Ticket is purchased after the tickets for the relevant Match have been made available for general sale, or if the Buyer does not have a Membership Card and a different method of ticket delivery is required and an administrative fee may be added to the Price. The Buyer will be informed of the applicable method of ticket delivery at the point of purchase.

5.5 No refund is available to any Buyer once a purchase has completed in accordance with the terms of this paragraph 5.

5.6 The Price is inclusive of VAT (unless otherwise stated). The Price is liable to change at any time, but changes will not affect any Ticket purchases for which you have already paid.

5.7 If any compulsory credit card, debit card or other payment processing charges apply, we shall notify the Buyer of the same prior to booking and such amount shall be added to the Price.

5.8 The Price will be as quoted on the Website, except in cases of obvious error. Whilst we try to ensure that the Price and other

information on the Website is correct at all times, errors may occasionally occur. If we discover an error in the Price or nature of the Ticket the Buyer has purchased, we will inform the Buyer as soon as possible, and give the Buyer the option of reconfirming their purchase at the correct price/specification or cancelling it. If we are unable to contact the

Buyer within a reasonable period, we will unfortunately have to treat the purchase as cancelled. If the purchase is cancelled, we will provide the Buyer with a full refund.

5.9 PLEASE NOTE that no Ticket purchased by a Buyer may be subsequently sold, offered for sale, gifted or otherwise transferred by such Buyer (or a third party) to any other person or body corporate, save that in the event that the Buyer purchases more than one Ticket for a Match then one Ticket must be retained by the Buyer for personal use and the remainder may be transferred to a Guest(s) for his/her/their personal use only provided that:

- (a) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket for that Match;
- (b) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;
- (c) such transfer to any Guest(s) will be subject to the Ticketing Terms which will (save for any rights to sell, offer for sale, gift or transfer that Ticket) apply to and bind each Guest as if he/she was the original purchaser of the Ticket for that Match only (and the Buyer must inform the Guest of this);
- (d) the Buyer will provide the name and address of the Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer; and
- (e) the Guest(s) shall not be entitled to sell, offer for sale, gift or transfer the ticket they are using to any other person.

6. TICKET FALLING OUTSIDE OF SEASON TICKET ALLOWANCE

In the event that a Ticket which has been sold pursuant to the terms of paragraphs 4 and 5 is in relation to a Match that subsequently falls outside of the Seller's season ticket allocation, then from the date of that re-allocation:

(a) in relation to the Seller:

- (i) the Seller will be deemed to have "opted out" from the option to acquire a ticket for that Match pursuant to the Seller's Ticketing Terms;
- (ii) we shall de-activate the Seller's card so that the card will not permit admittance to the Ground for that Match;
- (iii) the sale of the Ticket to the Buyer pursuant to these terms and conditions shall be deemed null and void; and
- (iv) the Seller's Amount shall be debited from the Seller's Account and we shall retain such amount for our own account; and

(b) in relation to the Buyer:

- (i) the purchase of the Ticket from the Seller pursuant to these terms and conditions shall be deemed null and void;
- (ii) the Buyer shall be deemed to have purchased the Ticket directly from us;
- (iii) the Price shall be deemed to have been paid directly to the Club as principal as consideration for the purchase of the Ticket;
- (iv) where the Buyer has a Membership Card which is not otherwise being used for that Match, and the Ticket is transferred prior to the Tickets for the relevant Match being made available for general sale, that Membership Card will be activated to permit the admittance to the Ground for one of the Tickets transferred. Where the above circumstances do not apply, the Buyer will be sent the Ticket by either post or email; and
- (v) the Ticket will be made available in accordance with the Ticketing Terms. Acceptance of the Ticket is deemed accepted of those Ticketing Terms and, save as set out in this paragraph 6.1, the terms governing the relationship between us and the Buyer shall be the Ticketing Terms.

7. TICKET TRANSFER

7.1 You may transfer a Ticket through the System in accordance with these terms and conditions if you either are:

- (a) a Season Ticket Holder and hold a season ticket which includes a Ticket to the relevant Match; or
- (b) a Club London Member and hold a season ticket which includes a Ticket to the relevant Match; or
- (c) an Executive Box Holder with a Ticket to the relevant Match;
- (d) a Claret Member (each, a "Transferor").

7.2 Matches for which Tickets may be transferred, and the classes of Tickets that may be transferred for any Match, shall be determined by us in our sole discretion.

7.3 A Transferor must elect a particular person to whom they wish to transfer their Ticket (the "Transferee").

7.4 A Transferor may transfer a Ticket on the System by logging into the Website. If a Match is available for a Transferor to transfer their Ticket, this option will appear next to the relevant Match on the 'My Ticket' page of the Transferor's account. A Transferor may offer their Ticket to that Match to a specific person, by clicking on the relevant Match and following the instructions. The Transferor may specify how long the Transferee has to accept or decline the offer.

7.5 If the offer of the transfer of the Ticket is accepted, a contract is formed between the Transferee and the Transferor. We are not a party to the contract but act as agent for the Transferor.

7.6 An Executive Box Holder or a Club London Member may transfer his Ticket to any person.

7.7 A Season Ticket Holder may transfer his Ticket only to another supporter registered on the West Ham United ticketing database and only at a time when the tickets for the relevant Match are available to the Membership group to which the Transferee belongs, i.e. if the Transferee is a Claret Member, the Transferor may only transfer his Ticket to the Transferee after tickets for the relevant Match have been made available to Claret Members or have subsequently been made available for general sale.

7.7.1 Any ticket purchased at a concessionary rate and to be used by an adult on match-day, must be upgraded to an adult price class, prior to it being forwarded.

7.7.2 Concessionary abuse monitoring will be in place and active to ensure that this condition is adhered to at all times.

7.8 Where the Ticket being transferred is for a box, no fee will be payable in relation to the transfer. Where the Ticket being transferred is for Club London or General Admission, an administrative fee may be payable by the Transferee. The Transferee will be informed of the applicable method of ticket delivery at the point of transfer.

7.9 A Transferor may elect for another user of the Website (the "Elected Manager") to manage the offering and transfer of their Tickets. Election shall be made by following the instructions on the Website. Once the election has been made, the Elected Manager

shall act as agent for the Transferor in offering and transferring the Tickets of the Transferor.

7.10 The time periods for which a Ticket may be offered for transfer will be determined in our sole discretion. When the Transferor offers a Ticket for transfer through the System, the deadline by which the offer must be accepted, or the offer lapses will be indicated (the "Transfer Deadline"). The Transferor may, however, at any time until the earlier of the Transfer Deadline and the Ticket being transferred, withdraw their offer.

7.11 If an offer for transfer of a Ticket is not accepted by the Transfer Deadline, that Ticket will no longer be offered for transfer through the System and the Transferor may use the Ticket to attend the Match as if they had not offered the Ticket for transfer.

7.12 If a Ticket is transferred through the System, we shall:

- (a) send the Transferor and the Transferee a confirmation email;
- (b) de-activate the Transferor's card so that the card will not permit admittance to the Ground for that Match; and
- (c) send the Transferee a separate email containing a print-at-home ticket. The Transferee must print this ticket and bring it to the relevant Match in order to gain admittance to the Ground. In exceptional circumstances (such as if it is not possible to email a print-at-home ticket to the Transferee) we may send the Transferee a paper ticket by post.

7.13 Tickets accepted by a Transferee will be made available in accordance with the Ticketing Terms. Any acceptance of a Ticket by a Transferee is deemed acceptance of those Ticketing Terms.

7.14 You shall be responsible for any breach of these terms and conditions and/or the Ticketing Terms by a Transferee to whom you transfer any Ticket through the System. In the event that any such Transferee breaches any of these terms and conditions and/or the Ticketing Terms, you and that person shall each be held liable for such breach.

7.15 PLEASE NOTE that no Ticket transferred to a Transferee may be subsequently sold, offered for sale, gifted or otherwise transferred by such Transferee (or a third party) to any other person or body corporate, save that in the event that the Transferee is transferred more than one Ticket for a Match then one Ticket must be retained by the Transferee for personal use and the remainder may be transferred to a Guest(s) for his/ her/their personal use only provided that:

- (a) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket for that Match;
- (b) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;
- (c) such transfer to any Guest(s) will be subject to the Ticketing Terms which will (save for any rights to sell, offer for sale, gift or transfer that Ticket) apply to and bind each Guest as if he/she was the original purchaser of the Ticket for that Match only (and the Transferee must inform the Guest of this);
- (d) the Transferee will provide the name and address of the Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer; and
- (e) the Guest(s) shall not be entitled to sell, offer for sale, gift or transfer the Ticket they are using to any other person.

8. LIABILITY

8.1 If you are a private individual purchasing a ticket:

8.1.1 we only provide you with access to the System for your domestic and private use and you agree not to use the System for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;

8.1.2 if we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time that you request to buy, sell or transfer a Ticket using the System; and

8.1.3 subject to paragraph 8.4, our total liability in respect of the System or any breach of these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed the amount paid or received by you pursuant to the System as at the relevant date.

8.2 If you are not a private individual purchasing a ticket:

8.2.1 we shall not be liable to you, whether in contract, tort or otherwise, for any indirect, special or consequential loss or damage, or for any (whether direct or indirect) loss of profit, revenue, business, contracts or opportunity. Our aggregate liability to you in connection with the use of the System, whether in contract, tort or otherwise, including negligence, shall not exceed the amount paid or received by you pursuant to the System as at the relevant date. In particular, we shall not be responsible for, nor shall be liable to you in respect of, any loss or damage whatsoever and howsoever suffered by you or any other person in the event of:

(a) any damage or destruction to the seat related to the Ticket or the relevant part of the Ground (or any or all part(s) thereof) whether or not by a cause against which we are from time to time insured; or

(b) the cancellation, suspension, postponement, rescheduling or relocation of any Match; and

(c) you shall indemnify us and keep us indemnified (on an after-tax basis) from and against all losses, costs, liabilities, claims or damages which we incur or suffer as a result of any breach of these terms and conditions or any act or omission of you including for the cost of any damage to our property or facilities (including the cost of repairs, maintenance, replacement or cleaning of the executive boxes, hospitality areas, car parking facilities or any other areas of the Ground to which you have access, or any fixtures or fittings therein, resulting from any act or omission of you other than as a result of fair wear and tear).

8.3 Without prejudice to the above paragraphs 8.1 and 8.2, we shall not be in breach of, or deemed to be in breach of, any provision of these terms and conditions if we fail to perform in whatever manner, any of our obligations under these terms and conditions by reason of any fact, matter or circumstance which is beyond our reasonable control, nor shall we be in breach of these terms and conditions by reason of compliance with the Regulations.

8.4 Notwithstanding any provision in the Agreement, we do not seek to exclude or limit our liability

(a) for fraud or fraudulent misrepresentation;

(b) for death or personal injury, caused by our negligence or the negligence of any of our officers, employees or agents;

(c) under section 2(3) of the Consumer Protection Act 1987;

(d) section 57 of the Consumer Rights Act 2015; or

(e) for any other matter for which it is not possible to exclude or limit liability by law.

9. DISCLAIMER OF WARRANTIES

9.1 If you are not a private individual purchasing a ticket, we provide you with access to the System on an "as is" basis and make no representations or warranties of any kind with respect to the System or its content including (without limitation) implied warranties as to completeness, accuracy, satisfactory quality and fitness for a particular purpose, except to the extent required by law.

9.2 If you are not a private individual purchasing a ticket, we do not warrant that the System will meet your particular requirements or that it will be uninterrupted, timely, secure or error-free, nor do we make any warranty as to results or the accuracy of any information obtained by you through the System, except to the extent required by law.

10. CANCELLATION OF A MATCH

We give no guarantees that any Match will take place at a particular time or on a particular date. We reserve the right to reschedule any Match without notice and without any liability whatsoever. It is your responsibility to ascertain the date and start time of any rescheduled Match.

11. SUSPENSION AND TERMINATION

We may suspend, terminate or refuse to grant you access to the System (or any part of the Website) at any time in our absolute discretion.

Circumstances in which we are likely to exercise our discretion include, without limitation, if:

(a) your use of the System is considered abusive, excessive, or against the interests of other users, or in breach of these terms and conditions;

(b) to the extent you are a Member, your Membership expires or is terminated for any reason; or

(c) a competent regulatory authority requires all or any part of the System to be suspended or terminated.

12. MAINTENANCE OF THE SYSTEM

From time to time, the System may be closed down in order for work to be carried out relating to the upgrading or maintenance of the System or necessary for the provision of the System. We shall endeavour to ensure that such works are carried out as expeditiously as is possible in the circumstances.

13. CONTACTING US

If you have a query about a purchase, please contact us through the Website.

14. TRANSFER OF RIGHTS AND OBLIGATIONS AND RESALE

14.1 The services provided by us through the System and your rights and obligations under these terms and conditions are for the sole use of you and you shall not sell, assign, transfer or otherwise dispose of such services (or any of your benefits, rights or obligations arising under these terms and conditions) to any other person without our express prior written consent.

14.2 We may transfer, assign, charge, sub-contract or otherwise dispose of these terms and conditions, or any of our rights or obligations arising under them, at any time.

15. UPDATES TO TICKET EXCHANGE AND FORWARDING

West Ham United Football Club may alter, enhance or withdraw system functionality, such as Ticket Exchange or Ticket Forwarding at any time, without prior notification to supporters.