



## The Gibraltar FA Refund Policy

When dealing with requests for refunds for tickets to its matches the Gibraltar FA will apply the following policy and procedures. Refunds will not be provided in any other circumstances including, without limitation, where a Ticket holder is removed from the Ground where the Event or Match is taking place.

Paragraphs 6 and 7 below provide examples which clarify certain situations where a refund will not be provided but these paragraphs do not limit other circumstances, which are not set out in this policy, where a person will not be entitled to a refund.

The procedure for obtaining a refund is set out in paragraph 8 below.

### **1. Postponement of Match before kick-off**

In the event of the postponement of a Match or an Event before a Ticket holder has entered the Ground, the Ticket will be valid for the rearranged playing of the Match or Event.

Where a Match is postponed after a person has entered the Ground, but before the Match or Event has kicked-off or started, entry to the Ground for the rearranged playing of the Match or Event shall only be permitted on presentation of the Ticket and subject to compliance with any other arrangements and requirements announced by the Gibraltar FA at the time.

A person unable to attend the rearranged Match or Event shall be entitled to a refund of the face value of the Ticket.

### **2. Postponement of the Match after kick-off**

In the event of the postponement of a Match after kick-off or an Event after it has started, a person shall be permitted to enter the Ground for the rearranged fixture or Event on the presentation of the Ticket and subject to compliance with any other arrangements announced by the Gibraltar FA at the time.

A person unable to attend the rearranged Match shall be entitled to a refund of:



(a) 60% of the face value of the Ticket if the Match is postponed before the commencement of the second half; or

(b) 40% of the face value of the Ticket if the Match is postponed between the commencement of the second half and the completion of the Match.

A person unable to attend a rearranged Event shall be entitled to a refund of:

a) 60% of the face value of the Ticket if the Event is postponed after commencement but has not lasted longer than half the time it was meant to; or

b) 40% of the face value of the Ticket if the Event is postponed but has lasted more than 50% of the intended duration of the Event.

### **3. Match played “behind closed doors”**

If the Gibraltar FA is subject to an order to play a Match or Event without any spectators present inside the Ground, a person shall be entitled to a refund of the face value of the Ticket.

If the Gibraltar FA imposes a sanction in accordance with the Gibraltar FA Disciplinary Regulations (“DR”) that a team must play a Match behind closed doors without spectators as a result of an offence committed pursuant to any provisions of the DR, then a person shall not be entitled to a refund.

### **4. Request 72 hours before Match Day or an Event**

A person may be entitled to a refund if that person makes a request in accordance with the procedure set out below and 72 hours (i.e. 3 days) before Match Day (as defined below). By way of example, if Match Day is on a Saturday then the latest a person may make a request for a refund is before the beginning (i.e. the first measurable moment) of Wednesday. Therefore, in this example, the latest a person would be able to make a request for a refund would be on Tuesday at 11:59pm.

### **5. COVID-19**

In the event that a person is unable to attend a Match or Event which they purchased a Ticket for because that person has either:

(a) contracted or been diagnosed with COVID-19; or

(b) been required to self-isolate,

he/she shall be entitled to a refund of the face value of the Ticket.

**6. Failure to play, Failure to Field a Team or Abandonment of a Match (no rearranged playing of the Match)**

When a Match is not played because a team has either failed to play or abandoned a Match (see Regulations 38 – 44 of the DR) a person shall not be entitled to a refund.

When a Match is not played because a team has failed to field a team and in accordance with the relevant League or Competition Rules the Match is not or cannot be rescheduled, a person shall not be entitled to a refund.

**7. Purchasing a Ticket illegally or in Bad Faith**

If there is an age limit or any other limit or requirement set by the Gibraltar FA in relation to the purchasing of Tickets or entry into a Match or Event and a Ticket is purchased by a person who either:

- a) is under an established age limit;
- b) does not meet any limits or requirements set by the Gibraltar FA for the purchasing of Tickets or entry into a Match or Event;
- c) purchases a Ticket:
  - (i) for an underaged person;
  - (ii) illegally or under false pretence;
  - (iii) contrary to any requirements or limitations that the Gibraltar FA sets in order for the purchasing of Tickets or entry into a Match or Event,

that person shall not be entitled to a refund

**8. Procedure for Obtaining a Refund**

If a person is entitled to a refund in accordance with this policy then that person must apply for a refund via email to [info@gibraltarfa.com](mailto:info@gibraltarfa.com) and enclose a verified copy of their Ticket. A refund will not be made if a copy of a verified Ticket is not included in the persons application.

The full name and address for each Ticket holder must be supplied for a refund to be granted.

Refunds made in accordance with paragraphs 1 to 3 above must be claimed within 28 days of an announcement being made by the GFA regarding the cases set out in paragraphs 1 to 3 above.

Refunds made in accordance with paragraph 4 must be claimed in accordance with paragraph 4 i.e. 72 hours before Match Day.

Where a person has contracted COVID-19 (see paragraph 5 above), refunds must be claimed within 28 days from the day a person is notified that they have contracted COVID-19 or are required to self-isolate.

Where a person applies for a refund under paragraph 5 above (i.e. due to contracting COVID-19 or being required to self-isolate), that person must also provide verified proof with their application that they have contracted COVID-19 or that they have been required to self-isolate.

In all of the above circumstances, the Gibraltar FA may ask for any further information or evidence that it deems necessary to process an application for a refund and has the discretion to reject a person's application in exceptional circumstance so long as the decision to reject an application is reasonable and proportionate given the circumstances.

The Gibraltar FA shall not be liable in any event for any other amounts incurred by the person who has purchased the Ticket including but not limited to, for example, any hotel and/or travel expenses.

It may take the Gibraltar FA up to 60 days to make a refund. Refunds will only be made to the original purchaser of the Ticket.

In this policy, the following terms have the following meanings:

**"Event"** means any event organised, hosted or staged by the Gibraltar FA and may include any UEFA, FIFA or any other international match or event.

**"Ground"** means the location where any Match or Event organised, hosted or staged by the Gibraltar FA is taking place.

**"Match"** means any Match organised, hosted or staged by the Gibraltar FA and may include UEFA or FIFA or any other international matches.

**"Match Day"** means the day of the Match. For the avoidance of doubt, the day of the Match is considered to begin at the first measurable moment after midnight of the

day before Match day i.e. (12:00:01am which would be considered Match Day morning).

**“Ticket”** means either a printed paper Ticket, electronic Ticket, card or pass that gives the holder a right to enter a Match or Event as defined above.

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