

TICKET TERMS & CONDITIONS – EDINBURGH RUGBY HOME MATCHES

1. Definitions

1.1 In these Terms and Conditions, the following words will have the following meanings:

1.1.1 “Code of Conduct” means any spectator code of conduct issued by Edinburgh Rugby from time-to-time setting out key guidelines for spectators to follow within the Stadium (copies of which will be on display at the Stadium, on the Edinburgh Rugby website at www.edinburghrugby.org and which can also be obtained upon request from Edinburgh Rugby);

1.1.2 “Conditions of Entry” means: (i) these Terms and Conditions; and (ii) the Ground Rules; and (iii) the Code of Conduct; (iv) and conditions specifically applying to Member Clubs; and (v) any additional guidance provided by Edinburgh Rugby prior to a Match day;

1.1.3 “Ground Rules” means any ground rules issued by Edinburgh Rugby from time-to-time setting out the terms and conditions upon which spectators are granted admission to the Stadium (copies of which are on display at the Stadium, on the Edinburgh Rugby website at www.edinburghrugby.org and which can also be obtained upon request from Edinburgh Rugby);

1.1.4 “Match” means a home match included within the Season Ticket package taking place on the dates specified by Edinburgh Rugby and/or the tournament organisers;

1.1.5 “Member Club” means a rugby union club or other society or body that is from time to time itself a member of the Edinburgh Rugby and is entitled to an allocation of Tickets from Edinburgh Rugby on that basis;

1.1.6 “Package” means the supply of a Ticket with additional benefit(s) including but not limited to retail items, accommodation, food, drink, hospitality or travel;

1.1.7 “Edinburgh Rugby” means Scottish Rugby Limited, trading as Edinburgh Rugby registered number SC132061 and having its registered office at Murrayfield, Edinburgh EH12 5PJ;

1.1.8 “Edinburgh Rugby Website” means the official website of Edinburgh Rugby currently located at www.edinburghrugby.org;

1.1.9 “Season Ticket” means a season ticket entitling you to admission to those Matches specified by Edinburgh Rugby as being included within that season ticket, together with use of a nominated seat at those Matches;

1.1.10 “Stadium” means (i) Edinburgh Rugby Stadium, Edinburgh, EH12 5PJ and its surrounding car parks and grounds owned, occupied or controlled by Scottish Rugby or any alternative venue at which a Match is played;

1.1.11 “Supporters Club” means the Edinburgh Rugby supporters club.

1.1.12 “Terms and Conditions” means these terms and conditions governing the issue and use of Tickets;

1.1.13 “Ticket” means a ticket for admission to a Match, or a Season Ticket.

1.1.14 “Ticket Exchange” means any official Edinburgh Rugby online ticket exchange which is made available on the Edinburgh Rugby Website from time to time; and

1.1.15 “you” means the holder of a Ticket (being the purchaser or an assignee of the purchaser, as relevant), (and “your” will be construed accordingly).

2. Formation of Contract

2.1 The Conditions of Entry govern how a Ticket is sold to you and entry to the Stadium is made available. These Terms and Conditions apply to Tickets sold by Edinburgh Rugby or on behalf of Edinburgh Rugby through Edinburgh Rugby’s authorised agents or distributors (including but not limited to Member Clubs) and any Ticket Exchange.

2.2 The application, allocation, purchase or transfer of a Ticket to you constitutes your acceptance of the Conditions of Entry.

2.3 By applying for, purchasing and/or using a Ticket, you confirm that any personal information (such as your name, address or date of birth) provided as part of that process is accurate and up to date and you agree that Edinburgh Rugby will collect and process your personal information in accordance with its Privacy Policy (which is available on the Edinburgh Rugby Website).

2.4 In the event that you purchase multiple Season Tickets, you will be required to allocate each Season Ticket to a named individual to activate on their account prior to attendance at your first match. Failure to do so may lead to each unallocated Season Ticket being cancelled and a refund issued to you.

2.5 The number of Tickets purchased may be subject to a limit, and this will be notified to before you make your booking. Edinburgh Rugby reserves the right to cancel any Tickets which it reasonably believes were bought in excess of this limit or were otherwise purchased in breach of these Terms and Conditions.

2.6 All Tickets are made available subject to a safety certificate for the Stadium being granted by the appropriate authorities and being in place for each Match.

3. Changes

Edinburgh Rugby reserves the right to make changes to the Conditions of Entry. Material changes to the Conditions of Entry will be notified to you by being displayed on the Edinburgh Rugby Website (and in the case of the Ground Rules at the Stadium).

4. Use of a Ticket & Admission

4.1 Tickets may be in the form of paper, mobile/bar code, print at home, wristband or chip technology or such other form that becomes available over time including paperless ticketing. Please ensure you take your Ticket with you on whatever medium is required.

4.2 You must retain your Ticket at all times (and, if you purchased your Ticket via the Supporters Club, your Supporters Club membership card) as you may be required to produce it together with evidence of your identity.

4.3 Children under the age of two (2) will be admitted to the Stadium for Matches free of charge if they are accompanied by an adult with a valid Ticket for the same Match. Children aged two (2) or over must have a valid Ticket and be accompanied by an adult with a valid Ticket for the same Match. Persons under the age of 14 must be accompanied by a parent or guardian.

4.4 Subject to Edinburgh Rugby's right to relocate you set out in Clause 4.14 below, a Ticket permits you to occupy, at the relevant Match, the seat or standing area indicated on the Ticket or stated on the confirmation receipt/email of purchase or otherwise notified to you by Edinburgh Rugby.

4.5 You may be refused admission into the Stadium if your Ticket is not validated by the control readers in place at the Stadium's turnstiles. In the event your Ticket is not validated by such control readers you must notify Scottish Rugby's Ticket Office prior to the commencement of the Match.

4.6 While at the Stadium, if you encounter any issue you must make an official, steward, representative or employee of Edinburgh Rugby or any police officer member aware.

4.7 Any person who enters the Stadium is liable to be searched by any official, steward, representative or employee of Edinburgh Rugby or any police officer for health and safety or security reasons and to ensure that they are complying with the Conditions of Entry, including any bag policy (when in operation at a Match). Edinburgh Rugby reserves the right to refuse admission to anybody that refuses to be searched.

4.8 Except for authorised press or media representatives holding official passes, or as permitted by the Ground Rules, you must not bring any equipment which is capable of recording footage of a Match into the Stadium or use such equipment for that purpose. Mobile telephones are allowed for personal and private use but not for recording Matches.

4.9 If you breach Clause 4.8 you may be refused admission to or be ejected from the Stadium and be required to deliver up any tapes, films, disks or other recordings or data to Edinburgh Rugby and the copyright in such recording or transmission is hereby assigned (by way of present assignment of future copyright) to Edinburgh Rugby.

4.10 Edinburgh Rugby or its commercial partners may from time to time create images and/or audio-visual footage of spectators attending the Stadium and this may include you. Edinburgh Rugby or its commercial partners (as the case may be) shall own all rights in these images and footage and will be entitled to use these:

4.10.1 to promote Edinburgh Rugby and its commercial partners; and

4.10.2 for any other purpose deemed reasonable by Edinburgh Rugby.

Your entry into the Stadium is confirmation that you have consented to such use. If you are under 14 years of age then either the parent or guardian who is accompanying you shall be deemed to have provided consent on your behalf.

4.11 You agree not to bring into, use or display any sponsorship, promotional or marketing materials within the Stadium.

4.12 You agree not to offer or distribute (either free or for sale by any person) any consumer item or commercial product of any nature within the Stadium.

4.13 If you leave the Stadium at any time on a Match day, you will not be entitled to re-enter except where Edinburgh Rugby expressly approves such re-entry.

4.14 Edinburgh Rugby may, in its reasonable discretion, relocate you to an alternative seat or standing area for any Match or part of a Match. Exercise of this right includes but is not limited to the following situations:

4.14.1 if Edinburgh Rugby is required under the rules of a competition to provide that seating or standing area for the use of the competition organizer;

4.14.2 if the section of the Stadium in which the seat or standing area purchased is located has been closed; or

4.14.3 for safety, security or other operational reasons.

Reasonable efforts will be made to provide a comparable seat or standing area elsewhere in the Stadium but this cannot be guaranteed.

5. Conditions of Transfer/Sale of Tickets

5.1 No Ticket may be offered, gifted or used as a prize, or as part of a competition, or for any other promotional or similar activity unless Edinburgh Rugby (in its absolute discretion) has given its prior written consent to do so.

5.2 No Ticket may be included, sold or offered as part of a Package or other similar activity or as part of any hospitality or travel or other commercial package unless Edinburgh Rugby (in its absolute discretion) has given its prior written consent to do so.

5.3 Permitted transfers/sales:

5.3.1 Ticket Exchange facility – if a Match is sold out and Edinburgh Rugby opts to enable the Ticket Exchange facility, you may transfer or sell your Ticket(s) via the Ticket Exchange facility in accordance with the terms and conditions of that Ticket Exchange facility;

5.3.2 Accompanying persons – if you have purchased or obtained more than one Ticket for a Match, you may transfer or sell the additional Ticket(s) to a person that accompanies you to the Match (a “Transferee”) provided that:

- a) the Transferee is known to you personally;
- b) the Ticket is for the personal use of the Transferee;
- c) you retain one Ticket for your own use;
- d) you do not advertise the additional Ticket(s) for transfer or sale;

e)the Ticket is not transferred or sold for an amount which above face value;

f)the Transferee would otherwise have been entitled to purchase a Ticket and attend the Match;

g)the Ticket remains subject to the Conditions of Entry and the Conditions of Entry shall apply to the Transferee as if the Transferee was the original purchaser. It is your obligation to ensure that the Transferee is made aware of this;

h)the transfer or sale does not take place in the course of any business or for the purpose of facilitating any third party's business;

i)you must keep a record of the name and address of each Transferee; and

j)you must provide the name and address of each Transferee if asked to do so by any official, steward, representative or employee of Edinburgh Rugby or any police officer.

5.4 In addition to the Conditions of Entry, if you are a Member Club you must also comply with the Member Club Terms and Conditions.

5.5 Any breach of this Section 5 will be deemed to be a material breach and if you are found to have committed such a breach then your Tickets will be cancelled without refund.

6. Ticket Exchange

6.1If you hold a Season Ticket you may release seats from your season ticket for sale through the Ticket Exchange, when the relevant Match is sold out and the Ticket Exchange facility is in operation.

6.2 Subject to Clause 6.1, if you are unable to attend a match you can put your seat(s) up for sale by logging into your online ticketing account and clicking on Manage Tickets. We cannot and do not guarantee that any of your released seats will be sold.

6.3We will decide which matches are eligible for the Ticket Exchange in our sole discretion.

6.4 Once you have submitted your seat(s) for resale, you can check the status of your seat(s) in your online ticketing account to see if your seat(s) have sold. If your seat has not been sold you may withdraw your seat(s) from resale at any time after submitting for resale. If your seat has been sold, you will not be able to attend that match and your Season Ticket will be deactivated for that match only. You will receive email confirmation that the seat has been sold.

6.5 If your seat has not been sold up until kick-off and you want to attend the game, you still have the option to attend the match yourself. Edinburgh Rugby reserves the right to make changes to any such deadline.

6.6 If you sell your seat(s), you agree to relinquish all of your Season Ticket rights in relation to the relevant match. We will then contract with the buyer as if they were the original purchaser of a match ticket, which such transaction being subject to the Conditions of Entry.

6.7 We will credit the value of any Ticket(s) you sell via the Ticket Exchange in your online ticket account and the total sums will be paid in one payment shortly after the end of the relevant season. The amount you receive for each Ticket sold will be the pro rated value of each match based on the total cost of your Season Ticket, which may be less than the amount charged by us to the buyer of your Ticket on the Ticket Exchange. Any such credit must be used for the renewal of a 2024/25 season ticket. If any such credit it is not used, it will not be refunded.

6.8 We provide you with access to the Ticket Exchange on an “as is” basis and make no representations or warranties of any kind with respect to the Ticket Exchange 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.

6.9 We do not warrant that the Ticket Exchange 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 us through the Ticket Exchange, except to the extent required by law.

6.10 From time to time, the Ticket Exchange may be closed down in order for work to be carried out relating to the upgrading or maintenance of the Ticket Exchange or necessary for the provision of the Ticket Exchange.

6.11 We may suspend, terminate or refuse to grant you access to the Ticket Exchange at any time in its absolute discretion. Circumstances in which we are likely to exercise our discretion include, without limitation, if: (a) your use of the Ticket Exchange is considered abusive, excessive, or against the interests of other users, or in breach of the Conditions of Entry; your Season Ticket expires or is terminated for any reason; or (c) a competent regulatory authority requires all or any part of the Ticket Exchange to be suspended or terminated.

7. Pricing & Ticketing Information

7.1 If Edinburgh Rugby discovers an error in the price or nature of the Ticket you have ordered from Edinburgh Rugby, Edinburgh Rugby will inform you as soon as possible and give you the option of reconfirming your order at the correct price/specification, or cancelling it. If Edinburgh Rugby is unable to contact you, it will treat the order as cancelled and you will be given a refund at the face value of the Ticket on request, provided the request is made within a reasonable period.

7.2 Edinburgh Rugby may apply a fee in addition to the Ticket price to cover the costs associated with processing and issuing Tickets purchased (including postage and delivery costs to reflect the chosen method of Ticket delivery). Any such fees will be non-fundable.

7.3 If a Season Ticket is being paid for in instalments, such as direct debit, the Season Ticket cannot be used while any instalment is overdue. Attempted use of a Season Ticket in such circumstances may lead to deactivation or confiscation of the Season Ticket until any outstanding amounts (which may include an administration charge and reasonable interest) are paid.

7.4 If a direct debit instalment is not honoured, Edinburgh Rugby may either re-present the instruction to your bank or building society for payment or ask for the missed payment to be paid by credit or debit card and charge you an administration fee of up to £10 per missed payment.

7.5 If outstanding sums are not paid within a reasonable period, Edinburgh Rugby may terminate the instalment arrangement and either require you to pay all sums due plus interest or terminate this agreement and seek to sell the Season Ticket to a third party for the remainder of the Matches.

7.6 You may be subject to legal action by Edinburgh Rugby to recover any losses incurred if Edinburgh Rugby is unable to resell the Season Ticket. In addition, failure to pay may affect your ability to purchase tickets for future events or matches, to renew the Season Ticket, or to pay by instalments in the future.

7.7 If you have agreed to renew your Season Ticket automatically each year, a seat or standing area in that price category will be reserved for you for each succeeding season unless you notify Edinburgh Rugby in writing, by the deadline set by Edinburgh Rugby that you wish to end that arrangement. While reasonable efforts will be made to reserve the same seat or standing area for you, Edinburgh Rugby does not guarantee that the same seat or standing area will be available.

7.8 If you have not withdrawn your agreement to automatically renew by the deadline you will be deemed to have agreed to purchase a Season Ticket for the seat or standing area allocated to you and you authorise Edinburgh Rugby to continue to operate your direct debit instruction for the price of that Season Ticket.

7.9 If you cancel the direct debit instruction with your bank prior to any payment being taken, we will assume you that you have chosen to terminate your Season Ticket and we will take the relevant action to cancel your Season Ticket in our system.

8. Changes to Date or Venue, Refunds and Exchange

8.1 Once you have purchased a Ticket or Season Ticket, you will not be entitled to cancel it without the agreement of Edinburgh Rugby and no refund will be payable by Edinburgh Rugby for any Matches that you decide not to attend.

8.2 You should note the following:

8.2.1 the dates, locations and times of all of Matches are subject to alteration and Edinburgh Rugby will have no liability to you if these are altered;

8.2.2 Edinburgh Rugby will use reasonable endeavours to publicise any changes to the date, locations and times of any Match as far in advance as possible via its website. Edinburgh Rugby recommends that you check its website on a regular basis in order to confirm the latest dates and times of Matches;

8.2.3 matches may be postponed, abandoned or relocated (for example, due to pitch or weather conditions, or other circumstances outside Edinburgh Rugby's control). You should retain the Ticket you were originally issued. Subject to Clause 7.2.4 below, you will be entitled to attend the re-arranged Match using the same Ticket but Edinburgh Rugby does not accept any other liability to you in these circumstances;

8.2.4 matches may, occasionally, require to be played behind 'closed doors' meaning that no spectators can attend; and

8.2.5 if a Match is abandoned after 60 minutes, the Match will not be re-played, and You will not be entitled to a refund of Your Ticket for that Match nor pro rata in the case of a Season Ticket.

8.3 If a Match is cancelled and not subsequently re-arranged, or requires to be played behind closed doors, you will be entitled to a refund of the face value of your Ticket for that Match. Where such a Match forms part of a Season Ticket, a refund will be calculated on the basis of the face value allocated by Edinburgh Rugby to the ticket for that Match at the time that the package was sold to you. This may be lower than the face value of a ticket sold to a purchaser who is not a Season Ticket holder, as purchasing a Season Ticket means that tickets are secured to attend the designated Matches prior to official pricing levels being confirmed.

8.4 Entry to any alternative venue will be subject to the ground rules applying at that venue.

9. Lost or Stolen Tickets

9.1 Edinburgh Rugby is not responsible for any Ticket which is lost, misplaced, damaged or stolen. If your Ticket is lost or stolen you should report this to Edinburgh Rugby as soon as possible. If your Ticket is stolen, you should also contact the police.

9.2 Subject to the provision of satisfactory evidence of loss or theft, Edinburgh Rugby may, at its option, issue you with a replacement Ticket upon payment by you of a non-refundable administration fee of up to £10. Edinburgh Rugby reserves the right to withdraw this replacement Ticket facility for any Match without notice or liability.

9.3 Edinburgh Rugby does not accept responsibility for any Ticket which has been lost or delayed in the postal system and does not guarantee that Tickets sent by Edinburgh Rugby to you by post will arrive in sufficient time for you to attend the Match. However, any reprints or reissue due to late delivery where you have paid for a premium postal service will be free of charge, subject to proof of postage and Edinburgh Rugby's discretion (acting reasonably).

10. Cancellation & Withdrawal of Tickets

10.1 Without limiting any other remedies it may have, Edinburgh Rugby will be entitled to treat any Ticket that is (or that Edinburgh Rugby reasonably believe is intended to be) obtained, used or offered for sale in breach of the Conditions of Entry as void and all rights conferred by the Ticket will automatically cease and terminate, and in that event all rights conferred by that Ticket will be nullified and no refund will be due to you.

10.2 While at the Stadium you agree to behave in a reasonable, responsible and lawful manner and to comply with any applicable laws, regulations, guidelines and the instructions of any official, steward, representative or employee of Edinburgh Rugby or any police officer. You must not conduct yourself in any way that could bring Edinburgh Rugby or the sport of rugby union into disrepute. We reserve the right to refuse admission or eject you from the venue for any form of misconduct which is deemed detrimental to Edinburgh or breaches our Conditions of Entry.

10.3 If you commit a serious or any persistent breaches of the Conditions of Entry Edinburgh Rugby may take any, or any combination of, the following steps:

10.3.1 cancel, confiscate and/or deactivate the Ticket;

10.3.2 exclude you from future entry to the Stadium for each period as Edinburgh Rugby considers appropriate, in all of the circumstances;

10.3.3 exclude you from purchasing Tickets in the future;

10.3.4 withdraw any right to buy tickets for other matches or events;

10.3.5 cancel your participation in any membership scheme operated by or on behalf of Edinburgh Rugby;

10.3.6 terminate this agreement on written notice with immediate effect; and

10.3.7 take separate legal action against you.

No refunds will be given in any of these circumstances.

10.4 The following actions will automatically constitute serious breaches of the Conditions of Entry:

10.4.1 breach of any of the Ground Rules;

10.4.2 committing a criminal offence in the Stadium or on the premises of Edinburgh Rugby;

10.4.3 endangering the health, safety or welfare of any person at or during a Match or while on the premises of Edinburgh Rugby, (which includes, but is not limited to, breaching any measures related to hygiene and physical distancing which may be in place at the Stadium);

10.4.4 causing damage to any property or premises of Edinburgh Rugby;

10.4.5 the sale or transfer (or offer for sale or transfer) of a Ticket to any person other than as permitted by these Terms and Conditions;

10.4.6 the supply of any misleading or incorrect information in any application for a Ticket or contained within your Scottish Rugby account;

10.4.7 any failure to pay or default of payment in respect of any sums owing to Edinburgh Rugby (or any third party) in respect of a Ticket;

10.4.8 any failure to comply with the instructions of an official, steward, representative or employee of Edinburgh Rugby or any police officer; or

10.4.9 accessing or attempting to access the pitch area of the Stadium without authorisation.

10.5 The list of actions which constitute a serious breach of the Conditions of Entry set out in Clause 10.4 above is not exhaustive. There may be other actions which Edinburgh Rugby deems to be a serious breach of the Conditions of Entry and entitle Edinburgh Rugby to exercise its rights under the Conditions of Entry.

10.6 Return or reactivation of a confiscated Ticket will be at the discretion of Edinburgh Rugby.

10.7 If you are advised by Edinburgh Rugby that your Ticket is void you should return the Ticket to Edinburgh Rugby immediately and make no attempt to access the Stadium on the date of any such Match.

11. Exclusion of Liability

11.1 You are responsible for your own safety and the safety of any accompanying children when you are at the Stadium.

11.2 Subject to Clause 11.5 below and to the maximum extent permitted by law, Edinburgh Rugby excludes any liability for any loss, injury or damage to persons or property in or around the Stadium.

11.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Conditions of Entry.

11.4 Subject to Clause 11.5 below:

11.4.1 Edinburgh Rugby will not be responsible for any interruptions and/or restrictions to your view of the Match caused by: (i) the position of your seat; or (ii) the actions of other spectators; or (iii) the actions of any official, steward, representative, match personnel or employee of Edinburgh Rugby or the emergency services.

11.4.2 Edinburgh Rugby will not be liable to you whether in contract, delict (including negligence) or for breach of statutory duty or in any way for (in each case whether direct or indirect) any indirect or consequential losses whatsoever; and

11.4.3 Edinburgh Rugby's total liability to you in contract, delict (including negligence) or for breach of statutory duty or otherwise arising in connection with the Conditions of Entry will be limited to a sum equal to the total face value of the Ticket purchased by you from Edinburgh Rugby.

11.5 Nothing in the Conditions of Entry will serve to exclude or limit Edinburgh Rugby's liability to you in respect of death or personal injury caused by or arising from Edinburgh Rugby's negligence, or fraud.

12. General

12.1 If Edinburgh Rugby delays or fails to enforce any of the Conditions of Entry it will not mean that Edinburgh Rugby has waived its right to do so.

12.2 The Conditions of Entry are between Edinburgh Rugby and the person or entity to which Ticket(s) are sold, issued or transferred from time to time. Edinburgh Rugby shall be entitled to enforce the Conditions of Entry against any person or entity that has acquired, held, sold, transferred or otherwise used or attempted to use Ticket(s).

12.3 Edinburgh Rugby will be entitled to assign any of its rights and obligations under the Conditions of Entry provided that your rights are not adversely affected.

12.4 If it is found by a court of competent jurisdiction that any of the Conditions of Entry cannot be enforced for any reason, this will not prevent the other provisions from continuing to apply.

13. Governing Law

These Terms and Conditions and the Conditions of Entry are governed by Scots Law and any dispute relating to them will be subject to the exclusive jurisdiction of the Scottish Courts.

14. Covid-19

You are required to observe and comply with all laws, regulations, rules and requirements relating to COVID-19 (or other public health situation which may arise from time to time) and which Edinburgh Rugby may have to adopt as part of its operations at the Venue including but not limited to wearing of face coverings where applicable. In the event such measures are required, these will be communicated to you in advance of a Match. You accept by purchasing a ticket(s) that a Match may be subject to change / disruption or cancellation at short notice. It remains the decision of Edinburgh Rugby, following advice introduced by any government or authority, to impose these rules.

15. Contact Us

You can contact Scottish Rugby about these Terms and Conditions and the Conditions of Entry by emailing feedback@sru.org.uk.