

# Edinburgh Rugby Business Club Member : Terms and Conditions of Membership

The Terms and Conditions below, together with any specific terms set out on the Application Form, form an agreement between the applicant whose details are shown on the accompanying Application Form (the “**Member**”) and Scottish Rugby Limited (trading as Edinburgh Rugby), a company incorporated under the laws of Scotland and registered under number SC132061 whose registered office is at Murrayfield Stadium, Edinburgh, EH12 5PJ (“**Edinburgh Rugby**”). Edinburgh Rugby will grant to the Member certain membership rights in return for payment to Edinburgh Rugby, all in accordance with this Agreement.

The terms of the agreement are set out below:

## 1. **Term**

Unless terminated earlier in accordance with Clause 5 below, this agreement will commence on 1 July 2023 and shall continue until 30 June 2024 (the “**Term**”).

## 2. **Membership Fee**

2.1. In consideration of the rights granted by Edinburgh Rugby to the Member in terms of this Agreement, the Member shall pay a fee of **FIVE THOUSAND FIVE HUNDRED POUNDS (£5,500)** plus VAT (the “**Fee**”) for four (4) Members for the 2023-24 Season or **ONE THOUSAND THREE HUNDRED AND SEVENTY FIVE POUNDS (£1,375)** plus VAT (the “**Fee**”) for a single Membership during the 2023-24 Season, payable within fourteen (14) days of the date of this Agreement.

2.2. The Member shall pay the Fee by direct bank transfer on or before the due date to the bank account be intimated to the Member by Edinburgh Rugby for the purpose.

## 3. **Rights & Benefits**

3.1. The Member shall, during the Term, have the non-exclusive right to use the designation “Edinburgh Rugby Business Club Member”.

3.2. In consideration of payment of the Fee by the Member, Edinburgh Rugby agree to provide the following benefits:

3.2.1 Use of designation as an “Edinburgh Rugby Business Club Member”;

3.2.2 Subject to compliance with Clause 6, the right to use Edinburgh Rugby’s logo;

3.2.3 Annual Members Gift at the discretion of Edinburgh Rugby (any such gift will not be eligible for an exchange or cash replacement);

3.2.4 Entry to all Regular Season Home Matches (excluding knock out stages and finals);

3.2.5 Complimentary welcome drink, pre-match hot snack, post match tea and coffee and soup station at each Regular Season Home Match;

3.2.6 Category One Main Stand Seating;

3.2.7 A listing as an Edinburgh Rugby Business Club Member in all Edinburgh Rugby matchday programmes produced during the Term;

3.2.8 Entry to Guess the Score with the chance to win a prize (subject to separate Terms and Conditions);

3.2.9 One (1) onsite parking pass per four (4) guests booked;

3.2.10 Access to pre-match Q&A session within the Business Club Suite;

3.2.11 Access to post-match player and coach interviews;

3.2.12 Access to a private cash bar;

3.2.13 Company logo displayed on annual Members board;

3.2.14 Company logo displayed on internal TV screens;

3.2.15 Business Club logo on Dam Health Stadium “Big Screen”;

3.2.16 Invitation to four (4) Edinburgh Rugby Business Club events during the Season;

3.2.17 The opportunity to hold a Business Club event at a mutually agreed venue with Edinburgh Rugby. All costs associated with hosting any such event will be at the expense of the Member and subject to availability;

3.2.18 10% off of Business Club Annual renewal for existing Members where a referral has taken place. Any such referral must be an annual Business Club Membership and have been paid for before any such discount is applied;

3.2.19 Priority access to selected Edinburgh Rugby Events (if held);

3.2.20 Invitation to pre-season games, subject to availability and at the discretion of Edinburgh Rugby;

3.2.21 Opportunity to request an introduction to other Business Club Members at the discretion of Edinburgh Rugby (subject to participation and agreement of other Business Club Members).

3.3 All tickets, hospitality and other benefits remain subject to any associated conditions of issue or use.

3.4 All match tickets and hospitality places are subject to availability.

## 4. **Member’s Obligations**

The Member shall:

4.1. Not exploit its rights in such a manner which brings the sport of rugby, Edinburgh Rugby, Scottish Rugby or any individual player or official into ridicule or disrepute;

4.2. Not hold itself out as a supplier to or sponsor of Edinburgh Rugby or Scottish Rugby or otherwise associate itself with Edinburgh Rugby or Scottish Rugby except strictly in accordance with and subject to the terms of this agreement;

4.3. Co-operate with and comply with all reasonable requests of Edinburgh Rugby at all times during the Term and promptly notify Edinburgh Rugby of any factor which could or does impact upon the Member’s ability to perform its obligations under this agreement;

4.4. Comply with any spectator code of conduct issued by Scottish Rugby from time-to-time setting out key guidelines for spectators to follow within the Stadium (copies of which will be on the Scottish Rugby website [www.scottishrugby.org](http://www.scottishrugby.org) and which can also be obtained upon request from Scottish Rugby); and

4.5. If the Member becomes aware of any threatened or actual unauthorised use of Edinburgh Rugby’s intellectual property rights, the Member shall immediately notify the same to Edinburgh Rugby in writing, setting out the facts in reasonable detail.

## 5. **Termination**

5.1. Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, Edinburgh Rugby may terminate this agreement without liability if:

5.1.1 the Member fails to pay the Fee on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;

5.1.2 if the Member is in breach of the terms of this Agreement; or

5.1.3 on giving not less than 28 days written notice to the Member.

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- 5.2. Should Edinburgh Rugby wish to exercise its rights under Clause 5.1.3 above and without prejudice to its right to terminate this Agreement, as a result of the occurrence of such event, the Parties agree to negotiate in good faith a pro-rata refund of the Fee payable by the Member effective immediately from any such agreement being reached.
- 5.3. On termination the Member agrees to immediately surrender Season Tickets and unused match tickets provided under this Agreement.

## 6 **Logo Use Rights**

Subject to the Terms and Conditions and such guidelines and controls as Edinburgh Rugby may, at its absolute discretion, from time to time determine, the Member shall be permitted to use the current Logo of the Team in the UK, for the purposes of this Agreement only, in the following forms of communication and media: a) advertising and promotional materials (subject to prior approval, not to be unreasonably withheld); b) any items necessary to give effect to the terms of this Agreement; and c) such other items pertaining to this agreement as may be agreed from time to time in writing between Edinburgh Rugby and the Member.

- 6.1 Should a Member wish to use any images belonging to Edinburgh, prior agreement and written approval will be required.

## 7. **Assignment**

- 7.1. The Member shall not assign or attempt to assign in whole or in part the benefit of this agreement without the prior written consent of the Edinburgh Rugby.
- 7.2. Edinburgh Rugby shall be entitled to assign any of its rights and obligations under this Agreement provided that the Member's rights are not adversely affected.

## 8. **Force Majeure**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## 9 **General**

- 9.1. Neither party shall have any liability whatsoever for any indirect, economic or consequential loss suffered by the other party or any third party in relation to this agreement (and for these purposes consequential loss shall include without limitation all loss of profit and/or opportunity).
- 9.2. This agreement sets out the entire agreement and understanding between the parties and supersedes all previous agreements and arrangements between them with regard to such transactions.
- 9.3. This agreement shall be governed by Scottish law and the parties agree to submit to the non-exclusive jurisdiction of the courts of Scotland.
- 9.4. In the event a Match is cancelled and not subsequently re-arranged, or requires to be played behind closed doors, the Member will be offered a pro-rata refund of the face value of the ticket for that Match under this Agreement.