# Edinburgh Rugby – Castle Club Membership Terms and Conditions 2025/26

These Terms and Conditions set out the Agreement between the applicant whose details are provided during the online checkout-out process (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 Scottish Gas Murrayfield, Edinburgh, EH12 5PJ ("Scottish Rugby" or "Edinburgh Rugby", as applicable).

Scottish Rugby shall grant to the Member certain membership rights in return for payment of the Fee (defined below) to Scottish Rugby, all in accordance with this Agreement.

The terms of the Agreement are:

#### 1. Duration

Unless terminated earlier in accordance with Clause 5 below, this Agreement shall start on the day that the Member completes their online membership transaction with associated payment of the Fee and shall continue until the end of the 2025/26 BKT United Rugby Championship season (the "Term"). Notwithstanding the foregoing, benefits are attributable to the 2025/26 season only, and a Member will not be entitled to any benefits in relation to the 2026/27 season of any rugby competition if one of them commences before the end of the Term.

# 2. Membership Fee

2.1. In consideration of the rights granted by Scottish Rugby to the Member under this Agreement, the Member shall pay a fee of £30.00 (THIRTY POUNDS) as is set out at the point of purchase (the "Fee") to Scottish Rugby.

#### 3. Rights & Benefits

3.1. In consideration of payment of the Fee by the Member, Scottish Rugby shall provide the following non-exclusive rights and benefits to the Member during the Term, subject always to availability:-

# **Castle Club Membership**

i. Priority access window to buy up to two (2) match tickets to the Scottish Building Society pre-season double-header: Edinburgh v Doncaster Knights on Friday 19 September 2025, kick-off 5pm at Hive Stadium and Edinburgh v Ealing Trailfinders on Friday 19 September 2025, kick-off 8pm at Hive Stadium;

ii. Priority access window to buy up to two (2) match tickets for all regular season United Rugby Championship games at Hive Stadium; iii. Priority access window to buy up to two (2) match tickets for both Investec Champions Cup pool games at Hive Stadium;

iv. Priority access window to buy match tickets to Edinburgh Rugby v Glasgow Warriors at Scottish Gas Murrayfield in the 1872 Cup (BKT URC league game);

v. Priority access window to buy Edinburgh Rugby play-off home match tickets for BKT United Rugby Championship and European Quarter-Final, Semi-Final and Final home fixtures involving Edinburgh Rugby;

vi. Priority access window to 2025/26 half-season ticket sales;

vii. Priority access window to 2026/27 season ticket sales and renewals.

3.2 Where matches can be played with a crowd in attendance, all match and season tickets and other benefits are subject to availability, sold on a 'first come, first served' basis and subject to the Member adhering to any allocated purchase time limits which will be set out at the time of offer. Scottish Rugby cannot guarantee the availability of tickets within any specific category, so Members will be offered any available inventory across all categories, notwithstanding their category of membership.

3.3 All match and season tickets and other benefits remain subject to any associated ticket conditions of entry, issue or use as may be issued by Scottish Rugby from time to time.

3.4 Scottish Rugby retains the right, in its sole discretion, to substitute any or all of the rights and benefits set out in paragraph 3.1 above with other rights and benefits from time to time.

4. Member's Obligations

4.1 The Member shall:

4.1.1. where they are purchasing an under-18 membership, be under the age of 18 as at 11.59pm on 31 December 2025;

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

4.1.3. not hold itself out as a 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;

4.1.4. co-operate with and comply with all reasonable requests of Scottish Rugby and Edinburgh Rugby at all times during the Term; and

4.1.5. if the Member becomes aware of any threatened or actual unauthorised use of Scottish Rugby or Edinburgh Rugby's intellectual property rights, the Member shall

immediately notify the same to Scottish Rugby and 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, Scottish Rugby may terminate this Agreement without liability:

5.1.1 if the Member is in breach of any term of this Agreement; or

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

5.2. Should Scottish Rugby wish to exercise its rights under Clause 5.1.2 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 any and all rights and benefits otherwise due under this Agreement.

# 6. Assignation

6.1. 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 Scottish Rugby.

6.2. Scottish 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.

# 7. 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.

# 8. General

8.1. All warranties, conditions and other terms which are not expressly stated in this Agreement (including, without limitation, those implied by statute or common law) are, to the fullest extent permitted by law, excluded from this Agreement.

8.2. Nothing in this Agreement shall limit or exclude either parties' liability for:

8.2.1. death or personal injury resulting from that party's negligence;

8.2.2. any damage or liability incurred by the other party as a result of a party's fraud or fraudulent misrepresentation; or

8.2.3. any liability to the extent that it cannot be excluded or limited by law.

#### 8.3. Subject to Clause 8.2:

8.3.1. Neither Scottish Rugby or Edinburgh Rugby shall be liable under or in connection with this Agreement for: any losses or damages which were not reasonably foreseeable by Scottish Rugby or Edinburgh Rugby at the time of entering into the Agreement; any loss of profits; any loss of business; any loss of goodwill; any loss of contract; any loss of anticipated savings; or any similar losses; and

8.3.2. Scottish Rugby and Edinburgh Rugby's liability under or in connection with this Agreement shall be limited to a sum equal to the Fee in aggregate.

8.4. 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.

8.5. This Agreement shall be governed by Scottish law and the parties agree to submit to the non-exclusive jurisdiction of the courts of Scotland.