



## TERMS AND CONDITIONS OF ACCESS AND 2020-21 SEASON CLUB MEMBER PURCHASES

### DEFINITIONS

In these Terms and Conditions, some words are capitalised meaning that they are defined further below:

<b>Adult:</b>	means anyone aged 26 and over as at 1 September of the relevant Season
<b>Club:</b>	means Gloucester Rugby Limited registered and England and Wales under Company Number 00034603 and whose registered office is at Kingsholm Stadium, Kingsholm Road, Gloucester, GL1 3AX
<b>Club Member:</b>	holder of a Club Membership
<b>Club Membership:</b>	means a smartcard issued by or authorised for sale by the Club entitling the holder access to the Stadium to attend specified Matches during a Season
<b>Concession:</b>	means anyone aged 65 and over, mature students, those currently serving in the armed forces and those working for the emergency services
<b>Guest:</b>	means a person attending a Match as a friend, relative or guest of a Club Member
<b>Ground Regulations:</b>	means regulations governing access to and the proper conduct of persons in attendance at the Stadium
<b>Junior:</b>	means anyone aged 6 to 17 as at 1 September of the relevant Season
<b>Match:</b>	means any association rugby match taking place at the Stadium
<b>Rugby Authorities:</b>	rules, regulations and bye-laws of the Rugby Football Union, Premiership Rugby Limited, European Professional Club Rugby and Gloucester Rugby Limited (the Club) and any other Rules, Regulations and/or Bye-Laws applicable to the Club and/or any matches
<b>Season:</b>	means the rugby season as determined by the Rugby Authorities, usually from September to the end of May
<b>Stadium:</b>	means Kingsholm Stadium, Kingsholm Road, Gloucester, GL1 3AX

### Part 1 - General Terms and Conditions

#### 1 Your Contract with the Club

1.1 By the purchase of a Club Membership and by access to the Stadium, a Club Member shall be deemed to have agreed to be bound by the following:

- these General Terms and Conditions



- the specific Terms and Conditions relevant to your purchase, namely Part 2 for Club Member Purchases, which in the event of conflict will prevail over the General Terms and Conditions
- the Ground Regulations and applicable Regulations

which together will constitute the entire agreement between the Club Member and the Club to the exclusion of any non-fraudulent representation or marketing materials.

1.2 If these Terms and Conditions are not accepted Club Memberships should not be purchased or should be returned to the Club immediately.

## **2 Access Conditions**

2.1 Club Members will be responsible for compliance and observance with these Terms and Conditions and with the Ground Regulations. Misconduct of the Club Member or Guests, failing to adhere to these Terms and Conditions or acting in a manner which the Club reasonably considers is detrimental to its interests or is likely in the reasonable opinion of the Club to bring rugby or the Club into disrepute shall permit the Club to confiscate or forfeit (in each case without compensation) the Club Membership, to prevent access to the Stadium and/or to ban the Club Member from attending future matches or other events at the Stadium or at away games at other venues for such time as the Club deems appropriate. The Club will seek where relevant to prosecute to the full extent of the law where applicable as well as informing the relevant rugby authorities or law enforcement agencies of any breaches of this nature.

2.2 Entrance to the Stadium is only permitted upon presentation of a valid Club Membership, which should be retained until the match in question has been played to a conclusion. In addition, upon request, proof of identity may be required

2.3 The Club Membership gives access only to the block, row and/or seat indicated and not to any other block, row or seat within the Stadium. However, the Club reserves the right to re-allocate the Club Member to any other seats or areas in the Stadium at any time, of equivalent value and type, save as otherwise provided in these Terms and Conditions.

2.4 No person (other than the holder of a valid licence granted by the Club's consent) may bring into, or use within, the Stadium any equipment which is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it or the Stadium, other than mobile phones or like devices for personal non-commercial use.

2.5 Save for official Club merchandise and/or other rugby related clothing worn in good faith, you shall not bring into, use or display within the Stadium any sponsorship, promotional or marketing materials.

2.6 You shall not offer or distribute (either free or for sale by any person) within the Stadium any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe this clause 2.5 where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order and which have been agreed in writing in advance by the Club.

2.7 The Club Membership remains the property of the Club at all times.



### **3. Concessions**

3.1 When a concession ticket is purchased, proof of identity and concession entitlement may be required at the point of ticket collection and/or entry to the ground.

3.2 Anyone found trying to collect a ticket and/or gain entry with the intention of using a ticket within an incorrect price band will be required to purchase another ticket at full match day adult rate without the right for a refund on the original concession ticket.

3.3 Concession prices may be offered for senior Citizens, anyone aged 18 to 25, Juniors, mature students, those currently serving in the armed forces and those working for the emergency services. At the Club's discretion you may be asked to provide proof of your concessionary status. Senior citizen prices are valid for anybody 65 and over, 18-25 prices are valid for those aged 18-25 and junior prices for anybody aged 17 and under as at 1 September for full season Club Memberships.

3.4 Children aged under 13 may not enter the Ground unless accompanied by an adult aged 18 or over. The Club are also unable to speak to any child under the age of 13 without the permission of their parent/guardian.

3.5 Children aged 6 and over must be in possession of a valid Club Membership. A child aged 5 and under may enter the Ground for free without a Club Membership if accompanied by an adult aged 18 or over, but in such an event, no seat shall be provided for that child and such admission is subject to availability. His/her parent(s) and/or legal guardian(s) shall, in addition to the Club Member, be responsible for the child's actions, conduct and compliance with the Terms and Conditions and Ground Regulations.

3.6 Disabled supporters are defined within the Club's Disabled Ticketing Policy or via the Customer Service Department at the Stadium.

3.7 The Club reserves the right to alter these price age bands and will use reasonable endeavours to provide notice to Club Members through the Website or by email relating the changes to the system by which Club Memberships are sold. Anybody found to be using concession ticket unjustly to gain entry to the Stadium will be liable to denied entry or ejection & suspended from future matches. No refund will be given.

### **4. Club Membership Resale**

4.1 The resale of any Club Memberships at more than face value is strictly prohibited. A Club Membership shall become void and will not allow entry to the Stadium or have any right to a refund where the Club believes it has been sold to another person at a higher price, sold on the internet (through unauthorised ticket brokers, auction sites or otherwise, save as any method authorised by the Club) or any other medium whether now or hereafter developed or it has been used as a prize in a lottery, competition or for any other promotional or advertising purpose unless expressly authorised by the Club in writing.

4.2 The Club will seek where relevant to prosecute to the full extent of the law where applicable as well as informing other bodies either rugby authorities, or other law enforcement agencies of any breaches of this section.

### **5. Liability of the Club**



5.1 Nothing in these Terms and Conditions shall operate to exclude or limit the Club's liability for death or personal injury caused by the negligence of the Club, its servants, agents, employees or sub-contractors or for fraudulent misrepresentation.

5.2 Subject to 5.1, the Club's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the sale of any Club Membership shall be limited to the face value of the Match in respect of which the liability arose, which in the case of the Club Membership will be the pro rata fee for that Match.

5.3 Subject to 5.1, the Club shall not be liable for any special, indirect or consequential loss or damage or for loss of profit, loss of business, loss of enjoyment, loss of anticipated savings or depletion of goodwill which arise out of or in connection with the sale of the Club Membership.

5.4 The Club Member shall indemnify the Club in respect of any claims, liabilities, damages, costs, expenses or losses incurred by the Club arising from or in connection with any breach of these Terms and Conditions, the Ground Regulations and applicable Regulations by the Club Member or any Guest for whom the Club Member may be responsible.

## **6. Publicity**

The Club may from time to time create images and/or audio-visual video footage of Club Members and Ticket Holders attending the Stadium. The Club owns all rights in such images and footage and shall be entitled to use the same for the purpose of: (i) promoting the Club and its commercial partners; and (ii) any other commercial activity provided in each case that such use does not harm the reputation of the relevant individual whose image is used.

## **7. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.



## **Part 2 Club Membership Terms and Conditions**

**These Terms and Conditions are additional to the General Terms and Conditions in Part 1**

### **1. Issue of Club Memberships**

Club Memberships are for the use of supporters of the Club only. By applying for a Club Membership and/or using the same you hereby warrant and represent that you are a supporter of the Club.

### **2. Admission to the Ground**

2.1 Use of a Club Membership constitutes acceptance of these Terms and Conditions.

2.2 A Club Membership permits you to occupy at the Match the seat/stand indicated on the Club Membership card or such other alternative seat/stand of equal price as the Club may, from time to time, allocate to you at its reasonable discretion where this is required for operational reasons (for example and without limitation, to facilitate the refurbishments or redevelopment of certain areas of the Stadium).

2.3 If the alternative seat/stand is in a lower price band than the Club Member's usual allocated seat/stand, the Club Member shall be entitled to receive a refund in respect of such match which shall be equal to the difference between the price of the Club Member's usual allocated seat/stand for that match and the alternative seat/stand allocated to the Club Member for that match.

2.3 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat/stand indicated on the Season Ticket in any subsequent Season.

### **3. Use of Club Membership**

3.1 Club Memberships are issued for your sole use and you shall not resell, assign or (save as set out in clause 3.2 below) transfer or lend the Club Membership or the benefit of it to any other person without the prior written consent of the Club. For the avoidance of doubt (and by way of example only) this Club Membership may not be offered as a prize in any promotion or competition nor transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another good or service, or used for any other commercial purpose, save as expressly authorised by the rugby authorities or the Club.

3.2 You may only resell or transfer the Club Membership to a Guest with the express written consent of the Club given at the Club's absolute discretion. No such resale or transfer will be permitted except where the same takes place in respect of an individual match and in consideration of no payment or benefit in excess of the face value of a ticket to that Match and such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such resale or transfer to any Guest will be subject to the Terms and Conditions which will (save for any rights to transfer under this clause) apply to that Guest as if he/she was the original purchaser of the Club Membership (and you must inform the Guest of this) and by accessing the Stadium the Guest will be deemed to have agreed to these pre-conditions and to be subject to the Ground Regulations. Transfers of Club Memberships are permitted solely when advised to the Club in advance and the appropriate upgrade fee based on the individual match price is paid. The Club will cancel any Club Memberships if the appropriate upgrade fee is not paid.



3.3 Club Memberships are intended solely for the named Club Members and the Club will monitor and reserves the right to suspend the transfer facility or Club Memberships if tickets are regularly not being used by the named holder. Non-adult Club Members may use the official scheme to upgrade their Club Memberships to Concession/Adult tickets on a per game basis via the Club ticket office a maximum of 3 times per season - with restrictions not included for evening games.

3.4 The unauthorised sale or disposal of tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that Club Memberships are being sold illegally and will press charges to be brought against those breaking this law.

3.5 The Club Membership will remain the property of the Club at all times and must be produced together with evidence of your identity if required to do so by any official, steward or employee of the Club or any police officer. The Club reserves the right to require the immediate return of the Club Membership at any time.

3.6 When a concession ticket is purchased, proof of identity and concession entitlement may be required at the point of ticket collection and/or entry to the ground. Anyone found trying to collect a ticket and/or gain entry with the intention of using a ticket within an incorrect price band will be required to purchase another ticket at full match day adult rate without the right for a refund on the original concession ticket. Regular checks are made of concession ticket usage at the turnstiles. Any supporters purchasing age related concession prices are advised to bring a form of identification with them to the match. Staff may challenge anyone considered not to be a genuine concession and request proof of age. Anyone found trying to gain entry using a ticket with an incorrect price band will be required to purchase another ticket at full match day adult rate.

3.7 Any Club Membership obtained or used in breach of the Terms & Conditions shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Misuse of this Club Membership may result in the holder being refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation and withdrawal of this Club Membership. In the event of any cancellation and withdrawal in accordance with this clause 3.7, no refund shall be payable to the holder in respect of any unexpired portion of the Club Membership. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with such matters.

#### **4. Changes to Dates, Refunds & Exchanges**

4.1 No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Your Club Membership will enable you to attend the re-arranged Match.

4.2 If a match is abandoned or postponed for any reason the Club shall have no liability to a Club Member. In such an event Club Members shall be entitled to attend any corresponding re-arranged match

4.2 The Club will have no further liability whatsoever, including (but not limited to) any direct or consequential loss or damage, loss of enjoyment or travel costs.

4.3 All Club Membership sales are strictly non-refundable.



## **5. Lost or Stolen Club Memberships**

5.1 In order to gain admission to the Stadium the Club Membership card must be presented at every match.

5.2 In the event that you forget your Club Membership in respect of any individual Match, the Club shall not be obliged to admit you or issue any other form of ticket for that Match. If a match-day duplicate ticket is issued, the Club will require payment of a non-refundable administration charge of £2.

5.3 If, in the Club's opinion, a Club Membership is irreparably lost, stolen or destroyed, a duplicate Club Membership shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge of £15. You may be required to sign a document confirming that the original Club Membership is irreparably lost, stolen or destroyed and indemnifying the Club against any direct or indirect consequences of such matter having been falsely represented or stated to the Club.

5.4 Should any Club Membership when applied for not arrive in the post after purchase, you may be required to sign a document confirming this and undertaking to immediately return the original Club Membership to the Club should it come into your possession at any time. There will be no charge for the issue of a duplicate Club Membership in this instance.

## **6. Change of Address**

If you change your address during the season you must notify the Club as soon as reasonably practicable.

## **7. Cancellation & Withdrawal of Club Membership**

7.1 Without prejudice to any other remedies it may have, the Club shall have the right in the case of any serious or persistent breach of the Terms and Conditions to cancel and withdraw your Club Membership. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Club Membership. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms and Conditions

7.1.1 breach of any Ground Regulations;

7.1.2 sale or transfer (save as permitted) of this Club Membership to any person;

7.1.3 deliberate misuse of the Club Membership;

7.1.4 the supply of any misleading or incorrect information in any application;

7.1.5 any misrepresentation;

7.1.6 breach of the terms of any Membership;

7.1.7 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of this Club Membership.

7.1.8 acquiring a Club Membership for any reason other than using it for its intended purpose.

7.1.9 the chanting of anything indecent, homophobic or racist in nature



7.2 In the event that your Club Membership is withdrawn or cancelled the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying for any Match Ticket or Club Membership at its discretion.