

Terms and Conditions

LONDON SCOTTISH – SEASON TICKET TERMS & CONDITIONS 2010/11

1. In these terms and conditions: the “Club” means London Scottish Limited International (company number 06609184); the “Stadium” means The Athletic Ground, Kew Foot Road, High, Richmond, TW9 2SS; and the “Website” means the Club’s website at www.londonscottish.com.
2. The ground regulations issued from time to time by the Club (the “Ground Regulations”), which are available on the Website and which can also be obtained upon request from the Club, shall be incorporated in, and form part of, these terms and conditions. These terms and conditions, together with the Ground Regulations, shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any prior agreements, representations or understanding between the parties, whether written or oral.
3. The season ticket provided (the “Season Ticket”) entitles the Season Ticket holder to admission to the designated part of the Stadium on match days and the right to sit in the designated seat as shown on the Season Ticket at all home fixtures undertaken by the Club’s first team in the competition currently known as National One League.
4. The Season Ticket is issued subject to, and all Fixtures will be played in accordance with, the rules and regulations of the Rugby Football Union, the National Clubs Association and all other relevant competitions in which the Club is entered.
6. Fixtures are not guaranteed to take place on a particular day, at a particular venue or at any particular time. All Fixtures are subject to change and the Club accepts no liability should a match be postponed or kick off time be changed for whatever reason. Season Ticket holders are solely responsible for keeping abreast of Fixture changes and updates. Season Tickets will remain valid for a rescheduled Fixture.
7. Season Ticket holders are not entitled to automatic entry to Club games held at the Stadium other than London Scottish Fixtures. At the sole discretion of the Club, Season Ticket holders will be given an exclusive period to purchase their designated seat for these additional matches.
8. All Season Tickets are subject to availability. Season Ticket prices include VAT.
9. In order to qualify for concessionary Season Tickets in the categories identified on the Website, a “Under 16” must be aged 16 or under on the 1 September 2010, “Students” must provide a copy of a valid NUS card upon making an application. “Seniors” must be aged 65 or over on 1 September 2010.
10. No concessionary Season Tickets are available in the designated “1878” area of the Stadium (see Website for further details), except for concessions honoured from previous seasons for the life of the concession.
11. In the event of a Season Ticket being lost or stolen, the Season Ticket holder shall inform the Club immediately. A replacement Season Ticket (if requested) will be provided by the Club (at its absolute discretion) at a cost of £8.50 (inclusive of postage and packaging). Where a Season Ticket is forgotten upon attending the Stadium for a Fixture, the Club may issue a replacement match ticket at the absolute discretion of the Club’s ticket office manager. Save in such circumstances, the Club shall not issue any duplicate Season Tickets or match day tickets and no refunds will be given by the Club in any circumstances.
13. Season Tickets shall remain the property of the Club at all times and, subject to clause 14 below, may not be re-sold or loaned for value by Season Ticket unless permission from Club has been granted.
14. Season Tickets may be used by family and friends (“Guests”) of the Season Ticket holder who shall at all times be responsible for the behaviour of their Guests. Any breach of these terms and conditions by such Guests shall be treated as a breach by the Season Ticket holder who shall be liable to the sanctions referred to herein and/or in the Ground Regulations, including without limit any damage or injury caused to property or third parties respectively.
15. In the event that the Season Ticket is used by a Guest falling within a lesser value ticket category (by virtue of their age or occupation) than the Season Ticket holder neither that person nor the Season Ticket holder shall be entitled to any rebate in respect of such usage. In the event that the Season Ticket is used by a Guest falling within a greater value ticket category than the Season Ticket holder that person must present the Season Ticket and pay the difference in value to the Club.
16. In the event of any construction, development, maintenance or other works being required to, or unforeseen circumstances or incidence of force affecting any part of, the Stadium, or in the interests of safety of all supporters within the Stadium, the Club reserves the right to require any Season Ticket holder or Guest holding a Season Ticket in the affected part of the Stadium to vacate their designated seat. In this eventuality the Club will use reasonable endeavours to provide the Season Ticket holder with a seat of equivalent or higher value in another part of the Stadium. However, the Club accepts no liability by reason of the circumstances described in this clause 16 in the event that a Season Ticket holder or Guest is precluded from admission to the designated part of the Stadium or the designated seat shown on the Season Ticket, or if another seat is found for the Season ticket holder of lesser value than the designated seat shown on the Season Ticket.
17. The Club may, at its absolute discretion, suspend or cancel the Season Ticket (and all associated benefits) in the event of the Season Ticket holder or their Guest being ejected or banned from the Stadium, breaching any of the Ground Regulations or any other of these terms and conditions, or in the event of any abusive, dangerous or other unacceptable behaviour by the Season Ticket holder or a Guest of the Season Ticket holder.
18. The granting by the Club of any time or indulgence in respect of any breach of any part of these terms and conditions by the Season Ticket holder shall not be deemed a waiver of such breach and the waiver by the Club of any breach of any part of these terms and conditions by the Season Ticket holder shall not prevent the subsequent enforcement of that part nor be deemed a waiver of any breach by the Club.
19. The Club reserves the right to refuse any application for a Season Ticket at its absolute discretion.
20. Should any part of these terms and conditions be considered void or voidable under any such applicable law, then such terms shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable.
21. The Club reserves the right to make changes to any of these terms and conditions (including, without limit, the Ground Regulations). Any such changes will be notified to Season Ticket holders through the Website.
22. These terms and conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England with regard to any claims relating to or in connection with these terms and conditions.