

HARLEQUINS 2019/20 MEMBERSHIP TERMS & CONDITIONS

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Section 1. Introduction

Membership of a Harlequin Football Club Membership Scheme is subject to the following terms and conditions (together the "Membership T&Cs"):

- (i) the General T&Cs (as set out in section 2 of this document);
- (ii) the terms and conditions of the relevant Membership Scheme for which you have successfully applied and purchased membership (as set out in sections 2-4 of this document);
- (iii) where a Member opts to automatically purchase a ticket for a non-regular season match, the terms set out in section 5 of this document; and
- (iv) where a Member wishes to enter the ballot for RFU tickets at Twickenham Stadium, the terms set out in section 6 of this document; and
- (v) where a Member wishes to purchase seasonal car parking at the Ground, the terms set out in section 7 of this document; and
- (vi) where a new Member has been referred by a renewing Member for a Membership Scheme, the terms set out in section 8 of this document; and
- (vii) where a Member wishes to use eCash, the terms set out in section 9 of this document; and
- (viii) where a Member wishes to use a Direct Debit Pre-Payment Plan, the terms set out in section 10; and
- (ix) where a Member wishes to use Ticket Forwarding, the terms set out in section 11; and
- (x) where a Member wishes to use Ticket Resale, the terms set out in section 12; and

Where a Member also wishes to become a member of Quinssa (Harlequins Supporters' Association), the

Club will share the Member's details with Quinssa. Members should note that Quinssa is independent from the Club and imposes its own membership terms and privacy policy. You should read those documents carefully before applying to become a member of Quinssa.

Prior to purchasing a Membership Scheme, please ensure that you have read carefully the sections of the Membership T&Cs that will be applicable to you. In purchasing a Membership Scheme, you acknowledge that you have read and agree to be bound by the Membership T&Cs. If you have any questions, please contact the Ticket Office (details available on the Website) before applying for a Membership Scheme.

Section 2. General Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

In these General T&Cs and throughout the Membership T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

“Address” means the address of a Purchaser or a Member provided to the Club upon the purchase of Membership Schemes, or such other addresses as may be notified by the Purchaser or Member to the Club in accordance with condition 10 below;

“Premiership Rugby Shield Competition” means the competition that provides opportunity for players who are not making the Team to play competitive rugby on a regular basis for the first half of the Season. The league is split into the Northern and Southern Conferences and teams play within their conference until the finals;

“Premiership Rugby Shield Matches” means any match played by the Club in the Premiership Rugby Shield Competition during the Season;

“Gallagher Premiership Match” means any match played by the Team in the Gallagher Premiership during the Season;

“Big Game” means the annual Club Gallagher Premiership Match played at Twickenham Stadium between Christmas and New Year;

“Club” means Harlequin Football Club Limited (company no. 04455027) of Twickenham Stoop Stadium, Langhorn Drive, Twickenham, Middlesex, TW2 7SX with VAT no. 785 4065 04;

“Conditions of Entry” means the rules and regulations of particular competitions as stipulated in the Ground Regulations;

“Cup Competition” means EPCR Competitions or the Premiership Rugby Cup Competition;

“Cup Match” means any match in a Cup Competition in which the Team participates during the Season;

“eCash” means the electronic method of payment made via the Membership Card;

“EPCR Competitions” means the European Rugby Champions Cup and European Challenge Cup (as applicable);

“Guest” means a person known to a Member who uses that Member’s Membership Card to attend a Match in their absence;

“Ground” means Twickenham Stoop, Langhorn Drive, Twickenham, Middlesex, TW2 7SX;

“Ground Regulations” means the ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available at <http://www.quins.co.uk/uploads/144015431574165/original.pdf>;

“Knock Out Stages” means matches outside the Regular Season programme, such as Cup Competition quarter finals and semi-finals or Gallagher Premiership semi-finals;

“Match” means any Gallagher Premiership Match, Cup Match or friendly match played by the Team;

“Member” means a member of a Membership Scheme;

“Membership Benefits” means in respect of each Membership Scheme, the benefits to which a Member of that Membership Scheme is entitled, as set out in the relevant sections of the Membership T&Cs;

“Membership Card” means the card and (any replacement thereof) issued to each Member by the Club, which, amongst other things, admits the Member (or a Guest) into the Ground at matches which that Member is entitled to attend;

“Membership Scheme” means each of the Gold, Premier, Club, Touchline, and Jester Categories Schemes (Adult and Mighty Quins Junior) valid during the Season as further described in the Membership T&Cs;

“Pool Stages” means qualifying rounds of Cup Competitions prior to Knock Out Stages;

“Pre-Season Friendly Matches” means any non-competitive matches played at the Ground in preparation for the Season;

“Purchaser” means a person purchasing any number of Membership Schemes for themselves or other persons and where the person purchases a Membership Scheme for themselves that person shall be a Member for the purpose of the Membership T&Cs;

“Referred Member” means someone who becomes a Member for the Season having never held membership with Harlequin FC and declares at the time of purchase that they have been referred by a Referring Member. This can be done at the point of purchase.

“Referring Member” means a Member for the Season who has been declared by a Referred Member to have referred them for a Membership Scheme for the 2019/20 season;

“Regular Season” means Matches played at the Ground in the Gallagher Premiership and the Pool Stages of Cup Competitions;

“Season” means the period from 1 July 2019 to 30 June 2020;

“Team” means the Club’s first team squad;

“Visiting Club” means the team playing against the Team; and

“Website” means the Club’s website at www.quins.co.uk (or any replacement therefor).

2. PURCHASE AND PAYMENT

2.1. Membership Schemes are available for purchase by supporters of the Club only. By purchasing a Membership Scheme or using a Membership Card, you warrant that you (and any person you are buying a Membership Scheme for or who uses your Membership Card) are a supporter of the Club and are not purchasing such Membership Scheme for commercial purposes (other than undertaking your own business entertainment). The Club reserves the right to refuse any application for a Membership Scheme.

2.2. By purchasing one or a number of Membership Schemes, a Purchaser is making an offer to the Club and agreeing to abide by the Membership T&Cs. A contract for the supply of the Membership Scheme shall only be created when all details required as part of the application process have been received by the Club and the required payment has been received (which, for the avoidance of doubt, means when cleared funds are received by the Club). The Membership Scheme commences from 1st July 2019, payments received by Purchasers before or after the 1st of July 2019 will be official Members from 1st July 2019;

2.3. Membership Schemes may be purchased using any of the following purchase methods;

- a. via the Website ;
- b. over the telephone by calling 020 8410 6010 (calls will be charged at local rates);
- c. in person at the ticket office at the Ground during office hours; or
- d. by post, addressed to Membership 2018/19, Ticket Office, Harlequin FC, Twickenham Stoop, Langhorn Drive, Twickenham, Middlesex, TW2 7SX.

The Club relies upon the exception under section 6(2)(b) of the Consumer Protection (Distance Selling) Regulations 2000 in relation to contracts concluded for the purchase of a Membership Scheme by distance selling means and, as such, a Member is not entitled to a cooling off period after the contract has been concluded in accordance with section 2.2 above during which they may cancel their Membership Scheme(s) and receive a full reimbursement of the cost of that scheme.

2.4. The price payable for each Membership Scheme shall be set out on the Website or as otherwise notified by the Club from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT.

2.5. The sale of Membership Schemes is subject to the Purchaser providing the Club with full payment of the relevant price at the time of purchase (unless the Purchaser has opted to pay by instalments under a Direct Debit arrangement – see our separate Direct Debit FAQs at www.quins.co.uk/membership). Purchasers who provide the Club with debit or credit card payment details authorise the Club to use those details to fulfil payment of the price and other fees attributable to the relevant Membership Scheme (including in the case of the Automatic Ticket Purchase Service option).

2.6. The Club only accepts payments made by:

- a. cheque made payable to “Harlequin Football Club Limited”;
- b. cash in English sterling (to be paid in person);
- c. valid credit or debit cards (except for Amex, Diners Club, Solo or Electron)
- d. Direct Debit - see our separate Direct Debit FAQs at www.quins.co.uk/membership.

2.7. It is the Purchaser’s responsibility to keep the Club informed of any changes to the payment method and/or details provided under this condition 2. If the payment method or details are declined when the Club attempts to retrieve payments for any Membership Scheme or any other associated fees:

- a. the Club will use reasonable endeavours to contact the Purchaser (using the contact details provided by the Purchaser to the Club in their application) to arrange payment;
- b. access will not be permitted to the holder(s) of the affected Membership entry to the relevant Match(es) until full payment is received;
- c. the affected Membership Scheme may be cancelled if the Club is not successful in contacting the Purchaser having made reasonable attempts to do so and the Purchaser has not contacted the Club; and
- d. the Purchaser will be liable to the Club for any reasonable bank, other administrative charges and / or expenses incurred by the Club as a result of the Purchaser's breach of this condition 2.7.

2.8. The Club always tries to ensure that pricing and ticketing information on the Website and elsewhere in information provided by the Club is correct, but errors may occur. As soon as the Club becomes aware of any pricing or product description error in relation to a Membership Scheme that has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Club will then provide the Purchaser with the option of reconfirming the order at the correct price / product description or cancelling the order. If the Club is unable to contact the Purchaser having made reasonable attempts to do so, the Club will treat the order as cancelled. If the order is cancelled or treated as cancelled as per the above, the Club will provide a full refund to the Purchaser using the payment details provided (including any booking fees incurred). If valid payment details have not been provided, no further action will be taken by the Club. If original payment was provided by cheque, a cheque for the requisite amount will be sent by the Club to the Purchaser's Address as soon as reasonably practicable but not later than 30 days after the order has been cancelled.

2.9. Excluding the case presented in 2.8, once purchased, a Member shall not be entitled to cancel or downgrade their Membership Scheme and no refunds shall be given for any Matches unattended during the Season.

3. DISPATCH OF MEMBERSHIP CARDS ETC.

3.1. All Members, once their application to join a Membership Scheme has been accepted and full cleared payment has been received by the Club for the Membership Scheme for which they (or a Purchaser on their behalf) have applied, shall be issued with a Membership Card ahead of the first Match of the Season. The Club shall not have any liability to any Purchaser or Member for any non-delivery or late delivery of any Membership Card, ticket, documents or other materials (including cheques issued under condition 2.8) dispatched by the Club to the Purchaser and / or Member resulting from the actions, omissions, malfunctions or interruptions of any postal services or incomplete or inaccurate personal details or Addresses provided to the Club. Should any such items purchased not arrive in the post before seven (7) days prior to the first Match of the Season, the Purchaser should contact the Club immediately and such items shall be reissued with a £10 charge applied for a new Membership Card.

3.2 The Membership Card is issued by the Club and remains the Club's property. The Membership Card is at your risk once you receive it from the Club.

4. LOST, STOLEN AND DAMAGED MEMBERSHIP CARDS AND TICKETS

4.1. The Club shall not be obliged to admit any Member who forgets their Membership Card in respect of any individual Match nor shall it be obliged to issue any other form of ticket for that Match unless the Member can provide adequate alternative evidence of identification to the Club.

4.2. The Club is not responsible for any Membership Card or ticket that is lost, stolen, forgotten, damaged, defaced, or destroyed due to an act or omission of someone other than the Club or its employees or agents. A duplicate of any such Membership Card or ticket may be applied for by the Member and may be subject to a non-refundable administration fee of £10.00 to be paid by the Purchaser or Member prior to the issue of each duplicate Membership Card and / or ticket. The Club shall not be required to issue any duplicates in circumstances where the Club reasonably believes that the notified loss, damage or defacing has been caused by a Purchaser or Member's wilful breach of the Membership T&Cs or if there are reasonable grounds for the Club suspecting that the Purchaser or Member is or has been engaged in fraudulent or other unlawful conduct.

4.3. For the purposes of condition 4.2. above, whether a Membership Card or ticket is damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion.

4.4 The Club may give the appropriate authorities any information considered important or suspicious by it about the loss or theft of a Membership Card or ticket.

4.5 If a Member subsequently finds or retrieves a Membership Card or ticket that has previously been reported lost or stolen the Member must notify the Club immediately.

5. TRANSFER OF MEMBERSHIP AND CESSATION OF RIGHTS

5.1. If a Purchaser purchases a Membership Scheme on behalf of another person, the transfer of the Membership Scheme to that person will be subject to the following conditions:

- a. such transfer must not be made in the course of business or for the purpose of facilitating any third party's business;
- b. if the transfer takes place before the start of the Season, the new Member will pay the 'new' Member price. If the transfer takes place after the start of the Season, an administration charge of £20 will be payable;
- c. the Purchaser must notify the Club in writing of the personal contact details (including the Address) of the person to whom the Membership Scheme is being transferred; and such transfer must not breach clause 2.1 above.

The person to whom the Membership Scheme is transferred under this condition shall adhere to and be bound by these Membership T&Cs and the Conditions of Entry and it is the responsibility of the Purchaser to inform such a transferee Member of these requirements.

5.2. Membership Scheme and Membership Benefits (including, without limitation, Membership Cards) are for the use of the Member only and are not transferable save that, if a Member is unable to attend a Match that Member may temporarily allow a Guest to use their Membership Card or seat, by using Ticket Forwarding, for the purpose of allowing that Guest to attend such Match provided that:

- a. such transfer must not be made in the course of business or for the purpose of facilitating any third party's business (other than undertaking a Member's own business entertainment);
- b. the transfer must be free of charge;
- c. such transfer must not breach condition 2.1. above.

The Guest shall adhere to the Conditions of Entry that shall bind the Guest as if they were the original Member and / or Purchaser of that ticket. It is the responsibility of the Member who owns the Membership Card to inform the Guest that they shall be subject to Conditions of Entry; And

d. access to the Members' Bar cannot be transferred to a Guest

5.3. Subject to conditions 5.1. and 5.2. above, all rights with respect to a Membership Scheme are personal to the Member and shall cease upon the death of the Member. Any Membership Benefits

accrued are not transferrable to any other person or organisation. The Club may, at its absolute discretion, offer a refund in respect of any Matches unattended at the time of the Member's death, to the Member's estate / personal representative.

6. AMENDMENTS TO MEMBERSHIP SCHEMES

6.1. The Club reserves the right to re-brand or otherwise vary any of the Membership Schemes or associated Membership Benefits or introduce any additional Membership Schemes or Membership Benefits, at any time provided that any such variation shall result in a Member receiving the same or substantially similar benefits to those the Member was entitled to receive prior to such variation. Members may, at the sole discretion of the Club, be transferred to such additional or replacement Membership Schemes without prior notice provided always that the Member shall be entitled to the same or substantially similar benefits under the new Membership Scheme as the Member was under the Membership Scheme from which the Member was transferred.

6.2 Members have the right to cancel their Membership Scheme without charge only if the changes to the Membership Scheme are substantively adversely different from the Membership Scheme they have purchased and, if so cancelled, to receive a reimbursement for any Matches covered by their original Membership Scheme that have yet to be played.

7. LIABILITY

7.1. The Club expressly excludes all liability resulting from:

- a. any failure or delay by the Club in carrying out any of its obligations under these Membership T&Cs which is caused by circumstances outside of the Club's reasonable control;
- b. the alteration of the dates and times of Matches;
- c. the abandonment, postponement or cancellation of Matches; and
- d. restrictions to the view of the Match caused by virtue of the actions of other spectators.

However, the Club will wherever possible allow Members to attend and have the same Membership Benefits in respect of any rescheduled Matches.

7.2. If the Club fails to comply with the Membership T&Cs, it will be responsible for loss or damage a Member suffers that is a foreseeable result of the Club's breach of the Membership T&Cs or its negligence, but the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Club's breach or if they were contemplated by the Club and the Member at the time of entering into the contract governing your Membership Scheme.

7.3 The Club does not guarantee that the Team for any particular Match will necessarily only be selected from the Club's regular first team players.

7.4. For the avoidance of doubt, nothing in these Membership T&Cs shall exclude or limit the Club's liability for:

- a. death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or
- b. any other conduct for which liability may not be excluded or limited as a matter of law.

8. ENTRY INTO THE GROUND

8.1. Entry into the Ground is subject always to the Conditions of Entry. By purchasing and / or accepting and / or holding a Membership Scheme and / or using a Membership Card you:

- a. certify that you have read the Conditions of Entry;
- b. agree to be bound by and comply with the Conditions of Entry ; and
- c. agree to bring to the attention of others, as required above, the Conditions of Entry.

8.2. A Membership Card permits the holder to occupy the seat relevant to their Membership Scheme at the relevant Match, or such other alternative seat of or close to the equivalent value as the Club may, from time to time, allocate at its reasonable discretion for example in accordance with section 11 below.

8.3. If a Member is not 14 years old or over, his / her parent(s) and / or legal guardian(s) shall, in addition to the Member himself / herself, be responsible for the Member's actions, conduct and compliance with the Membership T&Cs and the Conditions of Entry.

8.4. Any person attempting to enter or having entered the Ground with a concessionary priced Membership Card or ticket where that person is not entitled to use a concessionary priced Membership Card or ticket will be ejected from, or refused entry to, the Ground and may have the Membership Card or ticket withdrawn and / or suspended at the Club's sole discretion, and no refund shall be given.

8.5. Members agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club into disrepute.

8.6. Save as regards mobile telephones used for personal and private use only, holders of Membership Cards shall not bring into (or use within) the Ground any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to the Match or any aspect of it. Any person acting in breach of this provision may have such equipment confiscated and / or will be required to deliver up any tapes, films, disks or other recordings or data to Premier Rugby Limited and / or the Club and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to Premier Rugby Limited.

8.7. The Club does not tolerate homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or otherwise). Any Member who is found or is reported to be abusing any player, supporter, member of staff or any other individual in or around the Ground will face arrest and prosecution by the police. The Club reserves the right to impose a ban on the offending Member and promptly withdraw the Member's Membership Scheme, Membership Benefits and Membership Card with no refund being given.

8.8. The Club reserves the right, at its absolute discretion, to eject a Member from the Ground, refuse a Member entry to the Ground or suspend for a period of time determined by the Club / withdraw indefinitely a Membership Scheme (including without limitation, use of the Membership Card and all other Membership Benefits) if:

- a. the Member (or any person in possession of the relevant Membership Card or ticket) breaches any of the Membership T&Cs or Conditions of Entry (or the Club has reasonable grounds to suspect such breach); or
- b. the Member is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world; or
- c. the Member (or any person in possession of the relevant Membership Card or ticket) engages in any

abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in condition 8.7. and the prohibited behaviour listed in the Ground Regulations in or around the Ground or any other sporting venue anywhere else in the world.) or

- d. the Member has supplied misleading or inaccurate information as part of their application or participation of a Membership Scheme; or
- e. the Member has misused or attempted to misuse of their membership of a Membership Scheme; or
- f. the Member has failed to make a Direct Debit payment to the Club

8.9. All Membership Cards will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Membership T&Cs at any time. Membership Cards must be produced along with evidence of identity if required by any official, steward or employee of the Club or any police officer.

8.10. The Club will not be obliged to make any refund to any Purchaser or Member in respect of any ejection from or refusal of entry to the Ground or in respect of any Membership Card that is suspended or withdrawn in accordance with condition 8.8.

8.11. In the event that a Membership Card is withdrawn or a Membership Scheme cancelled, the Club reserves the right to exclude the relevant Member from applying for any future Membership Scheme maintained or organised by the Club and / or to disqualify the relevant Member from applying for any match ticket at its discretion and to notify relevant bodies or other rugby clubs of such exclusion and / or disqualification (and the reason(s) for such exclusion and / or disqualification).

9. DRESS CODE

9.1. Save for official Club merchandise, and / or other rugby related clothing worn in good faith, Members (and their Guests) shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials with a view to distributing such materials and/or displaying such materials for commercial purposes.

10. CHANGE OF DETAILS

10.1. Members should promptly notify the Club of any change to details (including, without limitation, changes to payment details and / or Addresses) by:

- a. using the online facility on the Website;
- b. telephoning the Club and asking for the Ticketing Team;
- c. visiting the Club in person during office hours;
- d. writing to the Club, for the attention of the Ticket Office, quoting the relevant Membership Scheme number.

Members may be required to provide the Club with proof of identity and Address to the Club's satisfaction when details are changed under this condition 10.1.

11. RELOCATION OF SEAT

11.1. The Club will use reasonable endeavours to accommodate requests to relocate the seat at the Ground allocated to a Member for a number of Matches or permanently. However, this will not be possible

after the first applicable Match of the Membership. The Member will be required to apply to the Club in writing or by telephone to 020 8410 6000.

11.2. The Club reserves the right in its sole discretion to temporarily allocate to a Member an alternative seat in the Ground of equal or as close to similar value than that normally allocated if;

- the part of the Ground in which the Member's seat is located is closed for operational reasons, maintenance, repairs, or re-structure;
- the relocation is necessary in order to comply with any requirements of the RFU, Premier Rugby Limited, EPCR in respect of any Match played at the Ground; or
- the Club or any other relevant authority consider that a relocation is necessary in the interests of safety.

12. TICKET TOUTING

12.1. The resale of any tickets for Matches at more than face value is strictly prohibited. When purchasing a ticket, you will inform the new holder that they are subject to this policy. A ticket shall become void and will not allow entry to the Ground or entitle the purchaser or seller any right to a refund where the Club believe it has been sold to another person at higher price, sold on the internet (through unauthorised ticket brokers, auction sites or otherwise) 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.

12.2. If a Member suspects that ticket touting is taking place in or around the Ground, the Club requests that they promptly report their suspicions to the Club and the police.

13. DATA PROTECTION

13.1. Each Purchaser and Member acknowledges and agrees that the personal data provided by them to the Club in the purchase of a Membership Scheme or ticket shall be collected, stored and used by the Club in accordance with the General Data Protection Regulation and the Club's Privacy Policy, which can be found at <https://tickets.quins.co.uk/PagesPublic/UserControlled/PrivacyPolicy.aspx>

13.2. All persons who enter the Ground using a Membership Card acknowledge that photographic images and / or video recordings (and / or still images taken from video recordings) may be taken of them and may also be used in televised coverage of Matches and / or for promotional or marketing purposes by the Club, Premier Rugby Limited or other third parties and use of a Membership Card to enter the Ground constitutes consent to such use.

14. SEVERABILITY AND AMENDMENTS

14.1. The Club reserves the right to make amendments to these Membership T&Cs from time to time, provided that the amendments shall not result in any Member receiving any less than the same or substantially similar benefits to those that the Member was entitled to receive prior to such amendments in relation to their Membership Scheme. Up to date versions of the Membership T&Cs will be made available promptly on the Website and hard copies will be available from the Club upon request.

14.2. In the event that any of these Membership T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Membership T&Cs shall remain in effect as if such void, ineffective or unenforceable condition or conditions had not been included.

15. WAIVER

15.1. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Membership T&Cs or by law shall not constitute a waiver of that right, power or remedy.

16. COMPLAINTS

16.1 All complaints about Membership Schemes should be sent in writing to Customer Experience, Harlequin FC, Twickenham Stoop Stadium, Langhorn Drive, Twickenham, Middlesex, TW2 7SX or by email to customerservice@quins.co.uk including full details of the circumstances of the complaint. Complaints will receive a response within three working days.

17. ASSIGNMENT

17.1 The Club may transfer the benefit of these General T&Cs to any other company in the same group of companies. If the Club does transfer them Membership Benefits will not be affected.

18. GOVERNING LAW

18.1. These Membership T&Cs shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England and Wales.

Section 3. Gold and Premier Categories Terms & Conditions

The terms and conditions set out in this section shall apply to Members of the Gold and Premier Categories Membership Schemes - Adult, Junior, Concessions and Debenture Holders.

1. PRE-REQUISITES FOR MEMBERSHIP

1.1. The Gold and Premier Categories for the Season are open to all supporters. Seats within the Gold and Premier categories that were allocated to Members for the 2018/19 Season will remain reserved for those individuals to reselect until 23:59 on Monday 13th May 2019.

1.2. From 11:00 to 20:00 on Wednesday 15th May 2019 all seats within the Gold and Premier categories will be exclusively available to renewing Members applying to move seat. Any seat move must be processed over the telephone and will be subject to Ticket Office opening hours at the time.

1.3. From 12:00 Friday 17th 2019 all seats within the Gold and Premier categories will be available to all supporters applying for Membership.

2. MEMBERSHIP BENEFITS

2.1. Members will be entitled through the season to;

- a. guaranteed seat for each of the 15 Regular Season Matches (10 Gallagher Premiership, 3 European Competition and 2 Premiership Rugby Cup) played at The Stoop;
- b. a guaranteed seat at Big Game 12 which must be claimed by Friday 18th October 2019;
- c. option to bring one guest to Big Game 12 for 50% of the full cost;
- d. right to a complimentary seat to the Pre-Season Friendly Matches, all Premiership Rugby Shield Matches and Harlequins Ladies fixtures played at the Ground;
- e. access to the Honours Bar on matchdays
- f. right to apply for RFU tickets for England International matches at Twickenham Stadium (for full terms & conditions refer to section 6. Ballot for RFU tickets at Twickenham Stadium Terms & Conditions);
- g. seasonal parking for £70 (for full terms and conditions refer to section 8 – Seasonal Car Parking Terms and Conditions);
- h. a priority right to purchase a seat for Knock Out Stage Matches played at the Ground;
- i. option to automatically purchase a place for Knock Out Stage Matches played at the Ground (for full terms & conditions refer to section 5. Automatic Ticket Purchase Service Terms & Conditions);
- j. access to a limited number of match tickets at a 25% discount for every Club match played at the Ground. One discounted ticket is available per Member per Match, subject to availability. The Club reserves the right to limit the number of available tickets;
- k. invitation to Members' only Club evenings and events with playing, coaching and commercial staff;
- l. invitation to an open training session and an opportunity to meet the players
- m. Discounted offers on the hire of non-matchday facilities at the Ground;
- n. Members' pin badge;
- o. Membership card;
- p. for matches that have been rescheduled to an evening (with a kick-off time of 19:00 or later) the seats of junior Members can be used by an adult non-Member without any additional charge to be paid by contacting the Club in advance of the fixture;
- q. junior Members receive a gift pack, a complimentary ticket for the match closest to their birthday, a birthday and Christmas card from the Club captains;
- r. two complimentary tickets for a Premiership Rugby Cup Match and a Harlequins Ladies Match, subject to availability;
- s. complimentary alcoholic or soft drink for the first Premiership Rugby Cup Match of the Season;
- t. £10 retail voucher to be used on any adidas product from the 2019/20 range. Valid on any purchase over £25;
- u. access to ticket inclusive hospitality packages for England Rugby matches at Twickenham Stadium;
- v. access to exclusive benefits and discounts from Harlequins partners;
- w. exclusive pre and post-match emails;

Section 4. Club, Touchline and Jester Categories Terms & Conditions

The terms and conditions set out in this section shall apply to Members of the Club, Touchline, and Jester Categories Membership Scheme - Adult, Junior, Concessions and Debenture Holders.

1. PRE-REQUISITES FOR MEMBERSHIP

1.1. The Club, Touchline and Jester Categories are open to all supporters. Seats within the Club, Touchline and Jester categories that were allocated to Members for the 2018/19 Season will remain reserved for those individuals to reselect until 23:59 on Monday 13th May 2019.

1.2. From 11:00 to 20:00 on Wednesday 15th May 2019 all seats within the Club, Touchline and Jester categories will be exclusively available to renewing Members applying to move seat. Any seat move must

be processed over the telephone and will be subject to Ticket Office opening hours at the time.

1.3. From 12:00 Friday 17th May 2019 all seats within the Club, Touchline and Jester categories will be available to all supporters applying for Membership.

1.4. The following qualify for concessions:

To qualify for the 65+ rates you must be 65 or over as of 1st July 2019 and provide formal identification showing proof of age.

To qualify for the 16-21 rate you must be between the ages of 16 to 21 as of 1st July 2019 and provide formal identification showing proof of age.

To qualify as a junior you must be between the age of 5 to 15 as of 1st July 2019 and provide formal identification showing proof of age.

To qualify as a Key Worker you must meet the criteria as set out at www.richmond.gov.uk/key_worker_housing. The Club reserves the right to use its discretion as required in the qualifying of Key Workers.

Proof of eligibility must be supplied at the point of purchase or within ten working days by email to customerservice@quins.co.uk.

Any child aged 3-4 qualifies for free admission, however they will need to apply for a Membership Card to be assigned a seat. The child seat at the ground must be next to the parent/guardian seat and a birth certificate must be provided within ten working days.

Any child 2 years and under are classified as 'babes in arms' and can enter the ground for free but will share the seat with the paying adult.

Disabled supporters are accommodated for in the accessible seating area at the Ground with accessible seating concessionary prices. A disabled supporter is defined as a person in:

Receipt of the middle or higher rate of the Disability Living Allowance (mobility or care component);

Receipt of either the Severe Disablement Allowance or Attendance Allowance;

Please note that receipt of an Orange/Blue badge will not be considered sufficient proof of disability for a disabled match ticket under the Ticketing Policies and Club Schemes for disabled Members for season 2018/19.

To qualify as a full-time Student, you must provide written proof of enrolment for the 2019/20 academic year or photographic ID with a graduation or expiry date.

2. MEMBERSHIP BENEFITS

2.1. Members will be entitled through the Season to;

- a. guaranteed seat for each of the 15 Regular Season Matches (10 Gallagher Premiership, 3 European Competition, 2 Premiership Rugby Cup) played at the Ground;
- b. a guaranteed seat at Big Game 12 which must be claimed by Friday 18th October 2019;
- c. right to a complimentary seat to all the Pre-Season Friendly Matches, all Premiership Rugby Shield

- Matches and Harlequins Ladies fixtures played at the Ground;
- d. a priority right to purchase a seat for Knock Out Stage Matches played at the Ground;
 - e. option to automatically purchase a place for Knock Out Stage Matches played at the Ground (for full Terms & Conditions refer to section 5. Automatic Ticket Purchase Service Terms & Conditions);
 - f. right to apply for RFU tickets for England International matches at Twickenham Stadium (for full terms & conditions refer to section 6. Ballot for RFU tickets at Twickenham Stadium Terms & Conditions);
 - g. seasonal parking for £120 (for full terms and conditions refer to section 8 – Seasonal Car Parking Terms and Conditions);
 - h. a priority right to purchase a seat for Knock Out Stage Matches played at the Ground;
 - i. option to automatically purchase a place for Knock Out Stage Matches played at the Ground (for full terms & conditions refer to section 5. Automatic Ticket Purchase Service Terms & Conditions);
 - j. access to a limited number of match tickets at a 25% discount for every Club match played at the Ground. One discounted ticket is available per Member, per Match subject to availability. The Club reserves the right to limit the number of available tickets;
 - k. invitation to Members' only Club evenings and events with playing, coaching and commercial staff;
 - l. invitation to an open training session and an opportunity to meet the players
 - m. Discount offers on the hire of non-match day facilities at the Ground;
 - n. Members' pin badge;
 - o. Membership card;
 - p. for matches that have been rescheduled to an evening (with a kick-off time of 19:00 or later) the seats of junior Members can be used by an adult non-Member without any additional charge to be paid by contacting the Club in advance of the fixture;
 - q. junior Members receive a gift pack, a complimentary ticket for the match closest to their birthday, a birthday and Christmas card from the Club captains;
 - s. complimentary alcoholic or soft drink for the first Premiership Rugby Cup Match of the Season;
 - t. £5 retail voucher to be used on any adidas product from the 2019/20 range. Valid on any purchase over £25;
 - u. access to ticket inclusive hospitality packages for England Rugby matches at Twickenham Stadium;
 - v. access to exclusive benefits and discounts from Harlequins partners;
 - w. exclusive pre and post-match emails;

2.2 In addition some Members will receive specific benefit for the 2019/20 season:

2.2.a A Member with a Club category seat who requested and received access to the Honours Bar for the 2013/14 season will retain it.

Section 5. Automatic Ticket Purchase Service Terms & Conditions

The following terms and conditions (the "Automatic Ticket Purchase Service Terms & Conditions") shall apply to Members who wish to exercise their entitlement to use the Club's Automatic Ticket Purchase Service.

1. GENERAL

1.1. When purchasing a Membership Scheme for the Season, individuals will be able to opt to have a ticket automatically purchased for them in the event of any Knock Out Stage Matches being played at the Ground for the current Season.

2. PRE-REQUISITES FOR USE OF THE AUTOMATIC TICKET PURCHASE SERVICE

2.1. Use of the Automatic Ticket Purchase Service is available to Members only and is only valid to purchase their Membership seat.

3. TERMS OF USE FOR AUTOMATIC TICKET PURCHASE SERVICE

3.1. The Automatic Ticket Purchase Service applies to all Knock Out Stage Matches throughout the Season

3.2. Members' payment information will be retained for the purpose of purchasing tickets via the Automatic Ticket Purchase Service in accordance with section 2.13.1.

3.3. In accordance with section 2.10.1 of the General T&Cs, Members will inform the Club of any change of payment details. The Club will not be liable for failure to purchase tickets using the Automatic Ticket Purchase Services if payment details are incorrect or have expired.

3.4. Members who have opted in to the Automatic Ticket Purchase Service and retain their Membership seat will have their Membership Card activated for the relevant Matches and will be notified by email once the purchase has been completed.

3.5. The Club cannot guarantee that Members will be allocated their Regular Season seat at the Ground but will use reasonable endeavours to do so.

3.6. Any refunds can be made at the Ticket Office providing the match tickets are received back no later than 48 hours before the match. Refunds can only be made on the production of the actual match ticket and the Club shall have no responsibility for issues in the postal system.

Section 6. Ballot for RFU tickets at Twickenham Stadium

The following terms and conditions (the "Ballot for RFU tickets at Twickenham Stadium Terms & Conditions") shall apply to eligible Members who wish to apply for tickets.

1. GENERAL

1.1. The Club receives an allocation of tickets for all RFU matches at Twickenham Stadium and is able to make available an allocation of tickets to eligible Members via a ballot.

2. PRE-REQUISITES FOR BALLOT FOR RFU TICKETS AT TWICKENHAM STADIUM

2.1. The right to enter the ballot for RFU tickets at Twickenham Stadium is available to Members and existing non-ticketed Members. Members who had been eligible to apply for RFU tickets via ballot during the 2013/14 season and who apply to take part in the ballot during the Season will be placed into a priority ballot with a ring-fenced allocation of tickets. A secondary ballot for all other Members will be run with additional tickets the Club is able to make available.

3. TERMS OF USE FOR BALLOT FOR RFU TICKETS AT TWICKENHAM STADIUM

- 3.1. The Club reserves the right to allocate tickets in any category from its allocation. All tickets will be sold at face value.
- 3.2. Members wishing to enter the ballot will need to do so upon invitation from the Club in the Members' Area of the Website.
- 3.3. Successful Members will be notified by email a minimum of two weeks prior to the match taking place.
- 3.4. Members will be expected to make the payment for their tickets within one week of being notified of their success in the ballot. Payment must be made by debit or credit card.
- 3.5. Members are expected to immediately notify the Club if they are unable to purchase their allocated tickets.
- 3.6. A reserve list of unsuccessful Members will be maintained for each match in the event of successful Members being unable to purchase their allocated tickets. Members on the reserve list will be notified of their position two weeks prior to the match taking place and immediately in the event of tickets being allocated to them.

Section 7. Seasonal Car Parking Terms & Conditions

The following terms and conditions (the "Seasonal Car Parking Terms & Conditions Terms & Conditions") shall apply to Members who wish to exercise their entitlement to purchase seasonal car parking at the Rosebine car park.

1. GENERAL

When purchasing Membership for the Season, individuals will be able to opt to subscribe to seasonal car parking at the Ground for a charge.

2. PRE-REQUISITES FOR SEASONAL CAR PARKING

2.1. The right to seasonal car parking in the Rosebine car park for Harlequins home matches only will be afforded to Gold and Premier Members at a cost of £70 and Club, Touchline and Jester Members at a cost of £120.

3. TERMS OF USE FOR SEASONAL CAR PARKING

- 3.1. Confirmation that the Member has opted in to subscribe to seasonal car parking will be provided at the time of Membership Scheme purchase.
- 3.2. There will be no refunds for the subscription once purchased.
- 3.3. A car parking space for each game is subject to availability and therefore a subscription does not

guarantee a Member a car parking space at the ground on match days.

3.4. Use of a car parking space for non-Club matches will be determined at the Club's discretion.

Section 8 – Refer a Friend Incentive

The following terms and conditions (the “Refer a Friend Incentive Terms & Conditions”) shall apply to Members who refer or are referred for a Membership Scheme.

1. GENERAL

1.1. When purchasing Membership for the first time, new Members can notify the Club that they have been referred by an existing Member so that both parties receive rewards.

2. PRE-REQUISITES FOR USE OF THE REFER A FRIEND INCENTIVE

2.1. The referring Member must have been a Member for the 2018/19 Season while the referred Member must be a new Member.

2.2. Only referrals relating to Adult Memberships qualify for a referral incentive.

2.3. Referred Members must submit their details when purchasing membership over the telephone or online.

3. TERMS OF USE FOR THE REFER A FRIEND INCENTIVE

3.1. The Club offers a referral incentive that provides both the Referring Member and the Referred Member an eCash credit to be used at the Ground.

3.2. The Referring Member will receive a credit of £40 for each Adult Member referred for Membership. The Referred Member will receive a credit of £25.

Section 9: eCash

The following terms and conditions (the “eCash Terms & Conditions”) shall apply to Members who use eCash.

1. GENERAL

1.1. eCash is a form of payment made using a Membership Card.

2. PRE-REQUISITES FOR USE ECASH

2.1. the use of eCash is available to all Members.

3. TERMS OF USE FOR ECASH

3.1. eCash loaded onto a membership card can be used on designated pay points in retail outlets, bars and catering units on an “as is” and “as available” basis and the Club makes no representations or warranties, express or implied relating to the same. The Member expressly agrees that its use of a membership card, including without limitation any eCash is at his/her own risk.

3.2. The membership card is not a credit card, charge card and is not in any way linked to the Member’s bank account.

3.3. Certain additional Member Discounts may be made available to Members when using eCash and the Club reserves the right to alter such Member Discounts at any time, but not without prior notice which will be given on the Website.

3.4. The Club reserves the right to temporarily or permanently change, limit, suspend or terminate use of eCash in connection with the membership card without prior notice further to (i) changes in the Club’s business practice, (ii) if the Member violates these Terms and Conditions, or (iii) for any other lawful reason and where such services are permanently terminated, the Club shall refund the balance of the e-cash in accordance with the provisions of these Terms and Conditions.

3.5. Any eCash credits offered as a Member Discount will be credited to the Member’s eCash balance only when it is used at a designated pay point. No retrospective cash back discount can be claimed.

3.6. The Member is responsible for all financial transactions and other activity associated with his/her membership card whether or not such activity was authorised by the Member.

3.7. Members may obtain a refund for eCash balances on their membership card exceeding £10 by contacting the Club in writing by letter or email to customerservice@quins.co.uk or to Harlequin F.C., The Stoop, Langhorn Drive, Twickenham, TW2 7SX. Refunds will be processed within one calendar month of receipt of a refund request. The Club reserves the right to deny a refund if the Club (i) has reason to suspect that the Member is engaged in fraudulent or other criminal activities; (ii) is prohibited from refunding the eCash by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority.

3.8. Refunds for individual transactions will be processed in the same way as for debit or credit card transactions.

Section 10: Direct Debit Pre-Payment Plan

The following terms and conditions (the “Direct Debit Pre-Payment Plan Terms & Conditions”) shall apply to Members who use a Direct Debit Pre-Payment Plan.

1. GENERAL

1.1. Direct Debit Pre-Payment Plan is a payment method for Membership Schemes.

2. PRE-REQUISITES FOR USE OF THE DIRECT DEBIT PRE-PAYMENT PLAN

2.1. Direct Debit Pre-Payment Plans are available to all Members.

3. TERMS OF USE FOR DIRECT DEBIT PRE-PAYMENT PLANS

3.1. The **Direct Debit Guarantee** applies to the Harlequins Membership Direct Debit prepayment option.

3.2. The cost of prepayment will be spread over a period of a maximum of 12 consecutive months with payments of equal value being made by Direct Debit. Prepayment will take place over the maximum number of months available with the final payment being made in March of the season to which payments relate.

3.3. Payments will be made on or immediately after the 1st of the first available month and continue to be made on or immediately after the 1st of each consecutive payment month in respect of Membership for the Season.

3.4. Memberships paid for by Direct Debit will automatically renew each season with the first payment on or immediately after 1st April.

3.5. In the event of a missed payment or cancellation of a Direct Debit prepayment plan before full payment has been made, the Membership card will be deactivated for all matches until all outstanding instalments have been paid. Member benefits will also be deactivated. After a second missed payment, the Club reserves the right to sell the deactivated Membership seat for any match until all outstanding instalments have been paid. After a third missed payment, the Club reserves the right to terminate the Membership.

3.6. No penalty charge will be applied after a first missed payment, but charges of £10 will be applied for each subsequent missed payment.

3.7. If a payment is missed the Club reserves the right to terminate the Membership. The timing of termination will be at the discretion of the Club after following the process set out in paragraph 2.7 of section 2 of the Membership Terms and Conditions. No refunds will be given in respect of Member benefits that have been pre-paid using Direct Debit but are unused.

Section 11: Ticket Forwarding

The following terms and conditions (the "Ticket Forwarding Terms & Conditions") shall apply to Members who use Ticket Forwarding.

1. GENERAL

1.1. Ticket Forwarding is a service that allows the electronic transfer of a ticket for a Membership Scheme seat to a designated non-Member.

2. PRE-REQUISITES FOR USE OF TICKET FORWARDING

2.1. Ticket Forwarding is available to all Members.

3. TERMS OF USE OF TICKET FORWARDING

1. If you are unable to attend a match you can forward your ticket to a friend or family member by visiting the My Stoop area of www.quins.co.uk which can be found in the Members' Area of the Website, which can be selected from the 'Your Club' menu or visited directly at mystoop.quins.co.uk.
2. By forwarding your ticket, you confirm you have the consent of the recipient to pass their details to Harlequins for the purpose of Ticket Forwarding.
3. Once you have submitted your ticket for forwarding, you will not be able to attend that match using your membership card as it will be deactivated for that fixture only.
4. If your ticket has been forwarded but you want to attend the match you can recall it using the My Stoop part of the website.
5. Junior tickets cannot be forwarded to adults. For matches that kick-off at 19:00 or later, the Junior ticket can be upgraded over the phone to an adult ticket. For matches with a kick-off time earlier than 19:00, Junior tickets can be transferred for use by an adult by paying the difference between the cost of a Junior and Adult match ticket in the relevant seating category.
6. Recipients of an Adult forwarded ticket will receive an eTicket to access the stadium. Recipients of a Junior forwarded ticket will receive a paper ticket.
7. There is no limit on the number of matches Members can forward their ticket for.
8. Ticket Forwarding is not available for Big Game fixtures or any other matches outside of the membership package (i.e. knockout matches played at The Stoop).
9. Access to the Honours Bar cannot be offered to Guests using a forwarded ticket.

Section 12: Ticket Resale

The following terms and conditions (the "Ticket Resale Terms & Conditions") shall apply to Members who use Ticket Resale.

1. GENERAL

1.1. Ticket Resale is a service that allows Members to make their Membership Scheme available for purchase by another supporter through the Club's Ticket Office.

2. PRE-REQUISITES FOR USE OF TICKET RESALE

2.1. Ticket Resale is available to all Members.

3. TERMS OF USE OF TICKET RESALE

1. If you are unable to attend a match you can put your ticket up for sale by visiting the My Stoop area of www.quins.co.uk which can be found in the Members' Area of the Website, which can be selected from the 'Your Club' menu or visited directly at mystoop.quins.co.uk.
2. Once you have submitted your ticket for resale and it has been made available, you can check if it has been sold online. If it has been sold, you will not be able to attend that match using your membership card as it will be deactivated for that fixture only.
3. If your ticket has not been sold and you want to attend the match, you must call the Ticket Office and a paper ticket will be printed for you.
4. If you want to attend a match after your ticket has already been sold, you will be required to purchase a match ticket (subject to availability) at the full price. You will still receive the eCash credit from your original sale.
5. Your ticket will only be released for resale when your seating category (Gold, Premier, Club, Touchline, Jester or Accessible) has reached 90% occupancy for the match in question.
6. If your ticket is purchased, you will receive 50% of the price of the match ticket sold. This will vary, depending on who has purchased the ticket and whether they are eligible for discounted tickets such as concessions or Junior. The other 50% of the price of the match ticket sold be returned to the Club to support the Harlequins Foundation, Academy and Women's programme.
7. If the ticket resold belongs to a complimentary membership, 100% of the price of the match ticket sold will be returned to the Club to support the Harlequins Foundation, Academy and Women's programme.
8. Payment for the sale will be in the form of a credit to your eCash account and will be made within 24 hours of the match in question taking place.
9. Ticket Resale is not available for Big Game fixtures or any other matches outside of the membership package (i.e. knockout matches played at The Stoop).
10. Harlequin Football Club is unable to guarantee the sale of your released ticket.
11. Any eCash balance generated from Ticket Resale in the 2019/20 season remaining on Wednesday 1st July 2020 must be used in the purchase of a 2020/21 membership renewal, official Harlequins merchandise purchase or be donated to the Harlequins Foundation.

Section 13: Future benefits

Terms and conditions for future benefits will be provided on the Website at the point of availability. Terms & Conditions published on 14th March 2019.