

The Edinburgh Rugby Business Club : Terms and Conditions of Membership

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

The terms of the agreement are set out below:

1. **Term**

Unless terminated earlier in accordance with Clause 5 below, this agreement will commence on signature of the Application Form and shall continue until 31 May 2019 (the “**Term**”).

2. **Membership Fee**

- 2.1. In consideration of the rights granted by Edinburgh Rugby to the Member in terms of this Agreement, the Member shall pay a fee of Three Thousand Pounds (£3,000) plus VAT (the “**Fee**”), within fourteen (14) days of the date of this Agreement.
- 2.2. The Member shall pay the Fee by direct bank transfer on or before the due date to the bank account be intimated to the Member by Edinburgh Rugby for the purpose.

3. **Rights & Benefits**

- 3.1. The Member shall, during the Term, have the non-exclusive right to use the designation “Edinburgh Rugby Business Club Member”.
- 3.2. In consideration of payment of the Fee by the Member, Edinburgh Rugby agree to provide the following benefits:
 - 3.2.1. Four (4) Edinburgh Rugby Season Tickets;
 - 3.2.2 Ten (10) hospitality places at one Edinburgh Rugby home match during the season (match to be mutually agreed between the member and Edinburgh Rugby from a pre-selected list of games);
 - 3.2.3 Access to the Edinburgh Rugby car park (when available, at the discretion of Edinburgh Rugby) on match days for up to one (1) car;
 - 3.2.4 Access to the Edinburgh Rugby Business Club members bar on match days for up to four (4) guests;
 - 3.2.5 Four (4) places at Business Club events to be held during the Term;
 - 3.2.6 A listing in the Business Club Members’ page in all Edinburgh Rugby programmes produced during the Term; and
 - 3.2.7 A listing as an Edinburgh Rugby Business Club Member and on the Business Club page of the Edinburgh Rugby website (www.edinburghrugby.org).
- 3.3 All tickets, hospitality and other benefits remain subject to any associated conditions of issue or use.

4. **Member’s Obligations**

The Member shall:

- 4.1. Not exploit its rights in such a manner which brings the sport of rugby, Edinburgh Rugby, Scottish Rugby or any individual player or official into ridicule or disrepute;
- 4.2. Not hold itself out as a supplier to or sponsor of Edinburgh Rugby or Scottish Rugby or otherwise associate itself with Edinburgh Rugby or Scottish Rugby except strictly in accordance with and subject to the terms of this agreement;
- 4.3. Co-operate with and comply with all reasonable requests of Edinburgh Rugby at all times during the Term and promptly notify

Edinburgh Rugby of any factor which could or does impact upon the Member’s ability to perform its obligations under this agreement; and

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

5. **Termination**

- 5.1. Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, Edinburgh Rugby may terminate this agreement without liability if:
 - 5.1.1. the Member fails to pay the Fee on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;
 - 5.1.2 if the Member is in breach of the terms of this Agreement; or
 - 5.1.3 on giving not less than 28 days written notice to the Member.
- 5.2. Should Edinburgh Rugby wish to exercise its rights under Clause 5.1.3 above and without prejudice to its right to terminate this Agreement, as a result of the occurrence of such event, the Parties agree to negotiate in good faith a pro-rata refund of the Fee payable by the Member effective immediately from any such agreement being reached.
- 5.3 On termination the Member agrees to immediately surrender the Season Tickets and Car Park passes provided under this Agreement.

6. **Assignment**

- 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 the Edinburgh Rugby.
- 6.2. Edinburgh Rugby shall be entitled to assign any of its rights and obligations under this Agreement provided that the Member’s rights are not adversely affected.

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. Neither party shall have any liability whatsoever for any indirect, economic or consequential loss suffered by the other party or any third party in relation to this agreement (and for these purposes consequential loss shall include without limitation all loss of profit and/or opportunity).
- 8.2. This agreement sets out the entire agreement and understanding between the parties and supersedes all previous agreements and arrangements between them with regard to such transactions.
- 8.3. This agreement shall be governed by Scottish law and the parties agree to submit to the non-exclusive jurisdiction of the courts of Scotland.