

HARLEQUINS 2023/24 WOMEN'S MEMBERSHIP TERMS & CONDITIONS

Contents

Sect	tion 1. Introduction	2
Sect	tion 2. General Terms & Conditions	3
1.	DEFINITIONS AND INTERPRETATION	3
2.	PURCHASE AND PAYMENT	5
3	TRANSFER OF MEMBERSHIP AND CESSATION OF RIGHTS	7
4	AMENDMENTS TO MEMBERSHIP SCHEMES	8
5	LIABILITY	9
6	ENTRY INTO THE GROUND	10
7	DRESS CODE	16
10.	CHANGE OF DETAILS	16
11.	TICKET TOUTING	16
12.	DATA PROTECTION	16
13.	SEVERABILITY AND AMENDMENTS	17
14.	WAIVER	18
15.	COMPLAINTS	18
16.	ASSIGNMENT	18
17.	GOVERNING LAW	18
Section 3. Women's Membership Terms & Conditions		18
1.	PRE-REQUISITES FOR MEMBERSHIP	18
2	MEMBERSHIP BENEFITS	19
Sect	tion 5. Quins Rewards	19
1	GENERAL	19
1.	ELIGIBILITY FOR AND OPERATION OF THE QUINS REWARDS PROGRAMME	19
2.	REWARD POINTS AND REWARDS	20
3.	CHANGES TO THE QUINS REWARDS PROGRAMME AND THESE TERMS & CONDITIONS	22
4.	TERMINATION AND CANCELLATION	23
5.	LIABILITY	24
6	GENERAL TERMS	26

1.	GENERAL	. 27
2.	PRE-REQUISITES FOR SEASONAL CAR PARKING	. 27
3.	TERMS OF USE FOR SEASONAL CAR PARKING	. 27
Sect	Section 8. Quins Credit	
1.	GENERAL	. 28
2.	TERMS OF USE FOR QUINS CREDIT	. 29
Section 9: Direct Debit Pre-Payment Plan		. 30
1.	GENERAL	. 30
Sect	Section 12: Big Game and Big Summer Kick-Off	
Section 13: Future henefits		30

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 (found at eticketing.co.uk/harlequins):
- (ii) the terms and conditions of the relevant Membership Scheme for which you have successfully applied and purchased Membership;
- (iii) where a Member wishes to purchase seasonal car parking at the Ground, the terms set out in section 7 of this document; and

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.

As a result of the COVID pandemic, these Terms and Conditions, including all rights granted to the Member and the obligations of the Club hereunder, are subject to any restrictions or requirements from time to time imposed by Applicable Law and Applicable Rugby Regulation in relation to a COVID Event. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any such Applicable Law or Applicable Rugby Regulation, the relevant Applicable Law or Applicable Rugby Regulation shall prevail. The Club shall not be in breach of these Terms and Conditions by virtue of any action which it takes or omits to take as a consequence of Applicable Law or Applicable Rugby Regulation.

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;

"Allianz Premier 15s" means any match played by the Team in the Allianz Premier 15s during the Season;

"Applicable Law" – which shall mean all laws, statutes, regulations, edicts, byelaws, codes of conduct and guidelines, whether local, national, international, or otherwise existing to which the Club and/or the Member and/or any Guest is subject and which is relevant to the Club and/or the Member and/or the Guest's rights or obligations under the Terms and Conditions (as the case may be).

"Applicable Rugby Regulation" means in respect of any Rugby Authority: (i) the statutes, rules, regulations, directives, codes of practice, guidelines and equivalent for the time being of such bodies; and (ii) all promotional, marketing, and commercial agreements and arrangements concluded by each such body; in each case with which the Club and/or the Member and/or a Guest is required to comply with from time to time.

"Behind Closed Doors Match" means a Match which the Club holds at the Ground without any spectators in attendance due to a COVID Event

"Big Game" means the annual Club Match played at Twickenham Stadium, typically held during the Christmas period;

"Big Summer Kick-Off" means the Club Match played at Twickenham Stadium, typically held during the Spring period;

"Club" means Harlequin Football Club Limited (company no. 03213073) 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;

"COVID" - means the coronavirus disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), also known as 'COVID-19', and/or any variations or mutations thereof.

"COVID Event" - means COVID and/or any other epidemic(s) or pandemic(s).

"Cup Competition" means Allianz Cup Competition;

"Cup Match" means any match in a Cup Competition in which the Women's Team participates during the Season;

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

"Guest" means a person known to a Member who uses that Member's Membership to attend a Match in their absence;

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

"Knockout Stages" means matches outside the Regular Season programme, such as Cup Competition quarter-finals and semi-finals or Allianz Premiership semi-finals;

"Match" means any Gallagher Premiership Match, Allianz Premier 15s, Cup Match or friendly match played by the Team;

"My Stoop Portal" means the Season Ticket Member site that hosts the Quins Rewards programme at mystoop.quins.co.uk;

"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;

"Quins Credit" means the online ticketing credit that can be used towards Season Ticket Memberships, match tickets and parking;

"Quins Rewards Member" means each person who is registered as an official Member of the Quins Rewards Programme;

"Quins Rewards Membership" means each Quins Rewards Member's membership of the Quins Rewards Programme;

"Quins Rewards Points" means points earned by Quins Reward Members and awarded by the Club in accordance with the Quins Rewards Programme which may be redeemed in exchange for rewards;

"Quins Rewards Programme" means the rewards programme offered to Members under which points are earned that can be redeemed for exclusive money-can't-buy experiences and merchandise;

"Reduced Capacity Match" - means a Match which the Club holds at the Ground with reduced spectator capacity due to a COVID Event.

"Regular Season" means Matches played at the Ground in the Allianz Premier 15s;

"Rugby Authority" means the European Professional Club Rugby, the Rugby Football Union and/or any other relevant governing body of rugby union, and "Rugby Authorities" shall be construed accordingly.

"Season" means the period from 1 July 2023 to 30 June 2024;

"Season Ticket Member" means a Member of a Membership Scheme and "Membership" shall be construed accordingly;

"Team" means the Club's first team squads;

"Visiting Club" means the team playing against the Team; and

"Website" means the Club's website at www.quins.co.uk (or any replacement website or additional website operated by the Club).

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 as a Guest) 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 1 July 2023, payments received by Purchasers before or after the 1 of July 2023 will be official Members from 1 July 2023.
- 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
- **2.4** The Club relies upon the exception under regulation 28(1)(h) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013/3134 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 (during which they may cancel their Membership Scheme(s) and receive a full reimbursement of the cost of that scheme) after the contract has been concluded in accordance with section 2.2 above. For the avoidance of doubt, no refund for Membership cancellation will be provided post 1 July 2023 in accordance with Section 2.2 above.

- 2.5 Please note therefore that Members do not have a right to cancel Season Ticket(s) (or any renewal of the Member's Season Tickets(s)) Other than as set out in the Terms and Conditions, the price of the Season Ticket is non-refundable. However, Members have legal rights if the Club does not comply with its obligations in these Terms and Conditions with reasonable care and skill. Advice about Member's legal rights is available from members' local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.
- **2.6** 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.
- **2.7** Season Ticket Memberships are subject to a booking fee per Membership which will be charged at the time of booking and may be adjusted at times. All booking fees are non-refundable with third party costs already paid by the Club.
- 2.8 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. 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).
- **2.9** The Club only accepts payments made by:
 - a. valid credit or debit cards (except for Diners Club, Solo or Electron)
 - b. cash in English sterling (to be paid in-person at The Stoop);
- 2.10 It is the Member's and/or 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 and released for general sale 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 within 5 days of the attempted payment retrieval date; and
 - d. the Member and/or the Purchaser will be liable to pay the Club for any reasonable

bank, other administrative charges and / or expenses incurred by the Club as a result of the Member's and/or the Purchaser's breach of this condition 2.7.

2.11 The Club always tries to ensure that pricing and ticketing information on the Website and elsewhere in which information is 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 terms 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.

- 2.12 Excluding the case presented in 2.8, once purchased, a Member shall not be entitled to cancel or downgrade their Membership Scheme beyond the first match being played and no refunds shall be given for any Matches unattended during the Season. Should a Member cancel or downgrade their Membership once fulfilment has been concluded, the club reserves the right to request all Membership cards, including any Honours Bar access cards, to be returned to the Club before a cancellation or downgrade is complete.
- 2.13 The Club reserves the right to change or cancel any ad-hoc agreements made between the Club and the Season Ticket Member, either verbal or otherwise, relating to (but not limited to) additional Membership benefits, special Membership requests or seat pricing, over and above those explicitly included in the Supporter's Membership product as set out in the Membership Terms and Conditions.

3 TRANSFER OF MEMBERSHIP AND CESSATION OF RIGHTS

- **3.1** 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, the new Member will pay the 'new' Member price as well as an additional administration charge of £10 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. It is the responsibility of the Purchaser to inform such a transferee Member of these requirements.

- 3.2 Individual Membership Schemes 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 seat, by using Ticket Forwarding only, 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.
 - d. 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
 - e. access to the "Honours Bar" cannot be transferred to a Guest.
- 3.3 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. The Club reserves the right to apply an admin fee of £10 to cover the processing costs involved in the exceptional cancellation and refund of a Membership Scheme.

4 AMENDMENTS TO MEMBERSHIP SCHEMES

4.1 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.

4.2 Members have the right to cancel their Membership Scheme without charge only if the changes to the Membership Scheme are substantively and 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.

5 LIABILITY

- **5.1** 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.

- **5.2** As Quins are providing the season ticket for domestic and private use, the Club shall no liability for any loss of profits, loss of business, business interruption or loss of business opportunity.
- **5.3** The Club shall not be responsible for any interruptions and/or restrictions to the view of matches caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 5.4 The Club make no guarantees that a match will take place at a particular time or on a particular date or at a particular spectator capacity. The Club should also reserve the right, without notice and liability save as expressly provided otherwise in the Terms and Conditions, to reschedule any Match or, if necessary, play the Match out of view of the public or reduce the spectator capacity for the Match. Dates and kick off times of all matches are subject to revision and change due to broadcast coverage or other circumstances.
- **5.5** Except as otherwise set out in the Terms and Conditions and to the fullest extent permitted by Applicable Law, the Club shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of the Terms and Conditions, including admitting the Member and/or any other user to the Ground for a Match or Matches, caused by any circumstances outside the Club's reasonable control including, without limitation
 - (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Rugby Regulation due to a COVID Event and/or allocation of tickets

- in respect of any Reduced Capacity Match(es) (this is discussed below)
- (ii) the exercise of any discretion by the Club in respect of the availability, prioritisation and/or allocation of tickets in respect of any Reduced Capacity Match(es)
- (iii) any team refuses to or does not or cannot play the Match for any reason whatsoever
- (iv) any losses arising from any cancellation, postponement or rearrangement of a match including but not limited to any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs and/or
- (v) any loss, injury, costs, expenses or damage of any kind connected to use of Ticket Forwarding or Ticket Resale, including, without limitation, any liability relating to any problem with, suspension of or termination of the Ticket Forwarding or Ticket Resale.
- 5.6 The Club has total liability in respect of a Member's use of the Season Ticket in respect of a particular Season or any breach of the Terms and Conditions in respect of a particular Season, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed the amount paid by the Member to the Club for the Season Ticket for that particular Season. The Club will have no further, or other, liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage.
- 5.7 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.
- **5.8** 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.
- **5.9** 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.

6 ENTRY INTO THE GROUND

- **6.1** 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 Spectator Code of Conduct;
 - b. agree to be bound by and comply with the Spectator Code of Conduct; and

- agree to bring to the attention of others, as required above, the Spectator Code of Conduct.
- **6.2** Season Ticket shall only entitle the user to gain admission to the Ground after it has been validated by the control readers located at the appropriate turnstiles. The Ground access steward(s) will refuse admission to any person in the event that such person's Season Ticket is not so validated by such control readers.
- **6.3** In the event that games have to be played behind closed doors or with a reduced capacity, we would suggest adding certain provisions setting out how this will affect season ticket holders in accordance with the club's policy. For instance (as may be tailored according to what the club's policy is):
 - (i) if the Club is required by Applicable Law and/or Applicable Rugby Regulation, or decides, to hold any Behind Closed Doors Matches during the relevant Season as a result of a COVID Event, the Member will not be entitled to attend any such Behind Closed Doors Matches however the Member will be entitled to Quins Credit;
 - (ii) if the Club is required by Applicable Law and/or Applicable Rugby Regulation, or decides, to hold any Reduced Capacity Matches during the relevant Season as a result of a COVID Event, there is no guarantee that any General Admission tickets will be available and/or issued to the Member in respect of such Matches. The Club reserves the right to determine (in its absolute discretion) the availability, prioritisation and allocation of tickets in respect of any Reduced Capacity Match(es). The Club may elect to allocate General Admission tickets for Reduced Capacity Matches by ballot. Full details regarding any such ballots, including how to enter, will be published on the Website and/or communicated to the Member via email.
- **6.4** By agreeing to the Terms and Conditions, the Member acknowledge that:
 - (i) the Club may hold a ballot in respect of more than one Reduced Capacity Match at a time;
 - (ii) for any such ballot the Member enter the Member will receive one entry per seat associated with the Member's Season Ticket(s);
 - (iii) the number of General Admission tickets available (if any) in respect of any such ballot will be determined in the Club's absolute discretion and the Club reserves the right to cancel a ballot if it considers there are insufficient General Admission tickets available to justify holding such a ballot;
 - (iv) the result of a ballot shall be entirely at the discretion of the Club whose decision in all matters relating to a ballot shall be final;
 - (v) if the Member is successful in relation to a ballot the Member will be notified by email within five (5) days of the closing date of the relevant ballot;
 - (vi) if the Member is allocated a ticket for a Reduced Capacity Match (whether because the Member is successful in a ballot or otherwise), any general admission tickets issued to the Member for that Match are not refundable if the Member and/or the Member's Guest(s) are unable to use such General Admission tickets
 - (vii) payment to the Club for a Season Ticket(s) gives no guarantee that any General Admission tickets will be available and/or issued to the Member for any Reduced

Capacity Matches.

- (viii) Being allocated a ticket for a Reduced Capacity Match (whether because the Member is successful in a ballot or otherwise) gives no guarantee that the Member will be allocated a ticket for another Reduced Capacity Match. Not being allocated a ticket for a Reduced Capacity Match (whether because the Member is not successful in a ballot or otherwise) gives no guarantee that the Member will be allocated a ticket another Reduced Capacity Match. All rights to General Admission tickets for Reduced Capacity Matches are expressly subject to availability and the Club's discretion as to the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Rugby Regulation;
- (ix) in the event that the Member is not allocated any General Admission tickets in respect of a Reduced Capacity Match (whether because the Member is not successful in a ballot or otherwise), the Member will not be entitled to attend the relevant Reduced Capacity Match; and
- (x) if the Member is allocated tickets for a Reduced Capacity Match the Member might not be allocated the Member's usual seat(s) in respect of that Match.
- **6.5** If required by Applicable Law or Applicable Rugby Regulation, the Member and/or any Guest(s) will not attend any Match if the Member and/or any Guest(s) at the date of the relevant Match and/or are required or recommended to self-isolate or quarantine at the date of the relevant Match:
- **6.6** The Member and any Guest(s) will comply with all requirements stipulated by Applicable Law, Applicable Rugby Regulation and/or the Club regarding a COVID Event, including but not limited to:
 - (i) compliance with any required social distancing measures;
 - (ii) compliance with any requirements regarding the circulation and/or behaviour of spectators within the Ground:
 - (iii) undertaking temperature checks if required by the Club:
 - (iv) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Rugby Regulation and/or the Club regarding a COVID Event; and
 - (v) providing photographic proof of identity if required by the Club;
- **6.7** If required by Applicable Law or Applicable Rugby Regulation, the Member will provide names and contact details for any Guest(s) who intend to attend the relevant Match with the Member, to assist with any COVID track and trace requirements; and
 - the Member's Guest(s) are not prohibited from attending the Match with the Member by virtue of Applicable Law, Applicable Rugby Regulation and/or any requirements or stipulations of the Club regarding a COVID Event.
- 6.8 Before attending a Match using a Season Ticket, the Member shall be responsible for undertaking a risk assessment as to whether it would be appropriate for the Member and any Guest(s) to attend the relevant Match. In undertaking such assessment, the Member should take into consideration the Member and/or Guest's age, health status and clinical vulnerability.

- **6.9** If a Member is not 16 years old or over, their parent(s) and / or legal guardian(s) shall, in addition to the Member themselves, be responsible for the Member's actions, conduct and compliance with the Membership T&Cs.
- **6.10** 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.
- **6.11** 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.
- 6.12 Save as regards mobile telephones or tablet devices 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.
- 6.13 The Member shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any material in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may the Member bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material.
- 6.14 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 Premiership Rugby and / or the Club and the copyright, database right and all other rights, title and interest in and to all material that the Member produces at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground is hereby assigned to the Premiership Rugby (in respect of any Premiership Rugby Match at the Ground) and the Club (in respect of any other Match at the Ground), including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. The Member further agrees (if and whenever required to do so by the Premiership Rugby and/or the Club) to promptly execute all instruments and do all things necessary to vest the right, title, and interest in such rights to the Premiership Rugby and the Club absolutely and with full title guarantee.
- **6.15** The Club does not tolerate homophobic, transphobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal, written or otherwise and whether at the Ground, elsewhere or online). 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, elsewhere or over the phone, by email or online will face arrest and prosecution by the police. The Club reserves the right to impose a lengthy ban on the offending Member and promptly withdraw the Member's Membership Scheme, Membership Benefits, and Membership Card with no refund being given. If the Member's Season Ticket is withdrawn or cancelled following a determination that the Member engaged in prohibited activity under the Commitment, the Club will also notify Premiership Rugby to ensure that the applicable sanction is enforced by all such clubs.

- **6.16** The Season Ticket(s) may be suspended, withdrawn and/or cancelled without the payment of any refund to the Member, in the event that:
 - (i) the Member is under investigation by the Police, charged, cautioned or found guilty of any rugby related offence anywhere in the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions; or
 - (ii) prior to or whilst the Member is using the Season Ticket, the Member is under investigation by the Police, charged, cautioned or found guilty of any rugby related offence anywhere in the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions.
- **6.17** Without prejudice to the general nature of these Terms and Conditions, the Club reserves the right, at its absolute discretion, to eject a Member from the Ground, refuse a Member entry to the Ground, suspend for a period of time determined by the Club and/or withdraw indefinitely a Membership Scheme (including without limitation, use of the Membership Card and all other Membership Benefits) if (without limitation) any of the following occur:
 - the Member (or any person in possession of the relevant Membership Card or ticket) breaches any of the Membership T&Cs, the Supporter Code of Conduct or Conditions of Entry (or the Club has reasonable grounds to suspect such breach);
 - (ii) the Member is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world;
 - (iii) 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
 - (iv) the Member has supplied misleading or inaccurate information as part of their application or participation of a Membership Scheme; or
 - (v) the Member has misused or attempted to misuse their membership of a Membership Scheme:
 - (vi) the Member has failed to make any required payment to the Club, including Direct Debit payment
 - (vii) the Member smokes at the Ground (including the use of electronic cigarettes or vaporisers);
 - (viii) the Member is (or appears to be) drunk or intoxicated

- (ix) the Member persistent stands in seated areas whilst the Match is in progress;
- (x) Save as permitted under this Agreement, the Member sells or transfers Season Tickets to any person
- (xi) the Member possesses banners or flag that bears material or slogans that are offensive, obscene, abusive, racist or homophobic;
- (xii) the Member throws any objects within the Ground that may cause injury, distress, annoyance or damage to people or property without lawful authority or excuse;
- (xiii) whether at the Ground, or travelling to or from a Match the Member either (i) uses foul, obscene, abusive, sexist, racist and/or homophobic language and/or gestures or other discriminatory abuse; (ii) chants anything of an indecent, sexist, racist and/or homophobic nature or other discriminatory abuse; (iii) is fighting, or engaging in and/or inciting violence;
- (xiv) the Member brings any of the following into the Ground (or using them within the Ground): alcohol, illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; drones; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
- (xv)the Member enters the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- (xvi) the Member breaches any requirements stipulated by Applicable Laws or Applicable Rugby Regulation or of the Club regarding a COVID Event including but not limited to:
 - a. any required social distancing measures;
 - b. any requirements in respect of the circulation and/or behaviour of spectators within the Ground;
 - c. undertaking temperature checks if required by the Club;
 - d. providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Rugby Regulation and/or the Club regarding a COVID Event; and
 - e. providing photographic proof of identity if required by the Club;
- 6.18 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, employee of the Club, or any police officer.
- **6.19** 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.
- **6.20** 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).

7 DRESS CODE

7.1 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 Ticketmaster website (eticketing.co.uk/harlequins);
- b. emailing the Club for the attention of the Ticketing Team on supporterservice@quins.co.uk.
- c. telephoning the Club and asking for the Ticketing Team;
- d. visiting the Club in-person during office hours;

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. TICKET TOUTING

- 11.1 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 the (relevant parts of) the Membership T&Cs. 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.
- **11.2** 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.

12. DATA PROTECTION

- **12.1** 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://www.quins.co.uk/privacy-policy.
- 12.2 In particular, the Club may share the Member's personal data, including the Member's name, date of birth, photograph, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other rugby clubs, any Rugby Authority and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment and with enforcing sanctions. The Club may also share the Member's data in order to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. The personal data that each Member provides to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy.
- 12.3 All persons who enter the Ground using a Membership Card or ticket 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 perpetuity, by way of any present or future media, in televised coverage of Matches and / or for promotional or marketing purposes by the Club, Premier Rugby Limited or other third parties such as a law enforcement body to identify them as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms and Conditions of Entry and use of a Membership Card to enter the Ground constitutes consent to such use.
- 12.4 All persons attending Matches acknowledge that the Matches are publicevents. The appearance and actions of the persons attending inside and in the perimeter of the Ground are public in nature and all persons attending agree that he/she/they shall have no expectation of privacy with regard to his/her/their actionsor conduct at the Matches. If such person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying him/her/them into the Ground shall be deemed to have provided consent on his/her/their behalf. If such is not 16years old or over, his/her/their parent(s) and/or guardian(s) are also responsible for his/her/their actions, conduct and compliance with these Terms and Conditions

13. SEVERABILITY AND AMENDMENTS

13.1 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.

13.2 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.

14. WAIVER

14.1 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.

15. COMPLAINTS

15.1 All complaints about Membership Schemes should be sent in writing to Supporter Experience, Harlequin FC, Twickenham Stoop Stadium, Langhorn Drive, Twickenham, Middlesex, TW2 7SX or by email to supporterservice@quins.co.uk including full details of the circumstances of the complaint. Complaints will receive an acknowledgment within three working days and the Club aims to provide a full response within 10 working days following receipt of the letter.

16. ASSIGNMENT

16.1 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.

17. GOVERNING LAW

17.1 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. Women's Membership Terms & Conditions

The terms and conditions set out in this section shall apply to Harlequins Women Members – Adult and Junior

1. PRE-REQUISITES FOR MEMBERSHIP

The Terms and Conditions set out in this section shall apply to Harlequins Women Members of the Club – Adult and Junior.

2 MEMBERSHIP BENEFITS

- 2.1 Members will be entitled through the Season to;
 - (i) Priority access to best seats in the house to at least 5 standalone fixtures at The Stoop and parking
 - (ii) Ability to pass your claimed ticket to a friend or family if you cannot attend
 - (iii) Invitation to an exclusive Member Club Day, typically held pre-season at The Stoop
 - (iv) access to an enhanced Quins Rewards Programme (for full Terms and Conditions refer to section 5):
 - (v) option to purchase seasonal parking for £35 (for full Terms and Conditions refer to section 8 Seasonal Car Parking Terms and Conditions);
 - (vi) Exclusive Member pin badge
 - (vii)a digital birthday and Christmas card from the Club captains and a priority invitation to any Mighty Quins events;
 - (viii) Priority opportunity to be matchday mascot at Women's matches (U14 only)
 - (ix) Access to exclusive Member Priority Window for Big Game, Big Summer Kick-Off and any Stoop double-header fixtures
- **2.2** Harlequins Membership does not include free access to Big Game, Big Summer Kick-Off or any double-header fixtures held at The Stoop.
- **2.3** The number of home standalone fixtures is subject to change and subject to league structure confirmation as agreed with the Rugby Football Union.

Section 5. Quins Rewards

1 GENERAL

- **1.1** Quins Rewards is the rewards programme offered to Members under which points are earned that can be redeemed for exclusive money-can't-buy experiences and merchandise:
- 1.2 The Quins Rewards Terms and Conditions apply to Membership of the Quins Rewards Programme operated by Harlequin Football Club Limited (the Club) and can also be found by Season Ticket Members by visiting the My Stoop Portal at mystoop.guins.co.uk.

1. ELIGIBILITY FOR AND OPERATION OF THE QUINS REWARDS PROGRAMME

- **2.1.** Subject to clauses 3.2 and 3.3 below, the Quins Rewards Programme is available to Members only.
- **2.2.** Members who have been issued a complimentary Club Membership (which includes disabled companions) are ineligible to participate in the Quins Rewards Programme.
- **2.3.** Members who are eligible to participate in the Quins Rewards Programme are automatically enrolled but must activate their own account by visiting the Quins Rewards Page.
- **2.4.** Rewards are not transferable and can only be used by the named Quins Rewards Member.
- **2.5.** The Quins Rewards Programme will finish on the Programme End Date. On this date, all Reward Points which have been earned but not used will be cancelled and will not be capable of use.

2. REWARD POINTS AND REWARDS

- 3.1. Details of how Quins Rewards Members can earn Reward Points and the Rewards available to Quins Rewards Members are available on the Quins Rewards Page. These may be changed by the Club in accordance with clause 4 below.
- **3.2.** There are limits on the number of Reward Points that can be earned and/or redeemed during any period of time. Details are available on the Quins Rewards Page. These may be changed by the Club in accordance with clause 5 below.
- **3.3.** Unless otherwise cancelled or withdrawn in accordance with these Terms and Conditions, Reward Points which are validly earned will be credited to the Quins Rewards Members' account until such time as the Quins Rewards Member wishes to redeem them against available Rewards.
- **3.4.** Where Reward Points are used to bid in any auction for any Reward, those Reward Points will not be capable of being redeemed on other Rewards unless and until the relevant auction has closed and the Quins Rewards Member has been unsuccessful.
- **3.5.** Where Reward Points are used to gain entry to any prize draw, competition or other similar Reward, those Reward Points will not be refunded to entrants who do not win that Reward.
- **3.6.** Reward Points are not transferable and can only be used by the named Quins Rewards Member.

- 3.7. Reward Points earned through ticket purchases will only become eligible for use by the Quins Rewards Member once the relevant match which generated the Reward Points has been played, whether or not they appear on the Quins Rewards Member's account prior to this date. If this date occurs after the Programme End Date, the Reward Points will not be earned.
- **3.8.** Reward Points earned through merchandise and other purchases will only become eligible for use by the Quins Rewards Member following 30 days after the relevant purchase, whether or not they appear on the Member's account prior to this date. If this date occurs after the Programme End Date, the Reward Points will not be earned.
- **3.9.** Should the value of a product or service purchased by a Quins Rewards Member be refunded (e.g. due to a permitted return or cancellation by the Quins Rewards Member or other refund given), Reward Points for that purchase will not be awarded.

In the event that:

- (i) such Reward Points have already been awarded to the Quins Rewards Member's account, an equivalent number of Reward Points earned on that purchase will be deducted from the Quins Rewards Member's balance; and
- (ii) any of those Reward Points have been used by the Quins Rewards Member and there are insufficient number of Reward Points within the account to make a full deduction, the Club reserves the right to make deductions from any future Reward Points awarded to that Quins Rewards Member until the relevant number of Reward Points have been accounted for.
- **3.10.** Reward Points may only be redeemed on Rewards and may not be used for any other purpose. Reward Points have no equivalent or representative cash value. No cash alternative will be offered for any unused Reward Points which remain on a Quins Rewards Member's accounts or have been cancelled.
- **3.11.** Reward Points and Rewards are not refundable, exchangeable, replaceable or transferable for cash or credit. Reward Points may not be assigned, transferred or pledged to any third party. Quins Rewards Members have no property rights or other legal interest in any Reward Points that may accumulate in their account.
- **3.12.** The Club is not liable, at any point, for any Reward Points which are fraudulently redeemed should an account be misused or in the event a Membership Card is lost/stolen and not reported to the Club.
- **3.13.** The Club reserves the right to remove or cancel any Reward Points awarded if it determines (or reasonably suspects) that the Reward Points were awarded in breach of these Terms and Conditions or in error.

- 3.14. The Club reserves the right to limit any Reward offered by number and by time. The Quins Rewards Member accepts that some or all Rewards may be limited by number and will be awarded to Quins Rewards Members on a first come, first served basis.
- **3.15.** No refund or cash alternative will be offered for any Reward received (including entries to any prize draw, competition, or other such similar Reward).
- **3.16.** All Reward Points which have be earned but not used as at the Programme End Date will be cancelled and will not be capable of use.
- **3.17.** The Club reserves the right to run the Quins Rewards Programme joining incentive and other loyalty programmes from time to time without liability to existing Quins Rewards Members.
- **3.18.** A maximum of 400 points (10 tickets) will be rewarded to a member who purchases additional matchday ticket/s, per game.

3. CHANGES TO THE QUINS REWARDS PROGRAMME AND THESE TERMS & CONDITIONS

- **4.1.** The Club reserves the right to change or amend these Terms and Conditions at any time by publishing the changes on its Website, provided that such changes:
 - a. are minor, trivial or to correct an error;
 - b. shall not, in the Club's opinion, adversely impact the Quins Rewards Member and/or their Quins Rewards Membership and/or their use of the Quins Rewards Programme;
 - c. reflect changes required by in relevant laws and regulatory requirements; or
 - d. do not come into effect at least 14 days after publication.
- **4.2.** The Club reserves the right to change or amend, at any time (by giving details on the Quins Rewards Page):
 - a. the Quins Rewards Programme (including, but not limited to, its name and branding);
 - b. the Rewards available within the Quins Rewards Programme;
 - c. how Rewards may be redeemed;
 - d. the number of points required to redeem any Reward;
 - e. the limitations (including time and numerical limits) on the availability of any Reward or the ability to redeem Reward Points;
 - f. how Reward Points are earned;
 - g. the limits on the number of Reward Points that can be earned during any period of time;
 - h. the number of Reward Points that are earned in relation to any action or

purchase; and the maximum number of Reward Points that may be earned or redeemed in any period.

- **4.3.** The Club reserves the right, at its sole discretion to introduce other loyalty programmes, membership programmes or other such programmes from time to time without liability to Quins Rewards Members.
- 4.4. The Club reserves the right, at its sole discretion to transfer Quins Rewards Members to such additional or replacement loyalty programmes without prior notice provided always that the Quins Rewards Member shall be entitled to the same or substantially similar benefits under the new loyalty programme as the Quins Rewards Member was under the Quins Rewards Programme.
- **4.5.** The advice or actions of the Club's staff will not have the effect of varying or amending these Terms and Conditions and the Club's staff do not have the authority to agree any variations or amendments with Quins Rewards Members except as set out in this clause

4. TERMINATION AND CANCELLATION

- **5.1.** Unless terminated early in accordance with these Terms and Conditions, the Quins Rewards Programme will automatically terminate on the Programme End Date.
- 5.2. In the event that a Quins Rewards Member does not renew their Club Membership at the end of any season occurring before the Programme End Date, their Quins Rewards Membership will automatically terminate on 30 June of the year their Club Membership expires.
- **5.3.** Quins Rewards Members can terminate their Quins Rewards Membership at any time by sending written notice by post to: Harlequins Ticket Office, Twickenham Stoop Stadium, Langhorn Drive, Twickenham, TW2 7SX. or by email to: supporterservice@guins.co.uk.
- **5.4.** The Club can terminate a Quins Rewards Member's participation in the Quins Rewards Programme immediately on written notice if:
 - a. the Quins Rewards Member breaches these Terms and Conditions;
 - b. the Quins Rewards Member's Club Membership is suspended or withdrawn pursuant to any of the associated terms, conditions or regulations referred to in clause 1 above;
 - c. the Quins Rewards Member acts or is reasonably suspected of acting in any manner which is inconsistent with or violates these Terms and Conditions or any element of the Quins Rewards Programme;
 - d. the Quins Rewards Member acts, in the Club's reasonable opinion, in a manner

inconsistent with the applicable laws, statutes, or ordinances or if there are reasonable grounds for suspecting fraud, theft, or dishonesty in connection with the Quins Rewards Programme;

- e. the Club reasonably believes an unauthorised person is accessing the Quins Rewards Programme using the Quins Rewards Member's account;
- f. the Club reasonably believes providing with Reward Points will cause the Club to break any applicable law, regulation or code; or
- g. the Club reasonably believes it is necessary to do so for operational reasons.
- 5.5. The Club can suspend a Quins Rewards Member's participation in the Quins Rewards Programme (including, but not limited to access to the Quins Rewards Page and the ability to earn and redeem Reward Points) immediately on written notice if the Club reasonably suspect that any of the matters set out in clause 5.4 above have occurred, for such period as the Club may reasonably require to carry out an investigation.
- **5.6.** The Club may terminate or suspend the Quins Rewards Programme early by giving the Quins Rewards Member 30 days' notice at any time (which may be given by email to the email address held on the Quins Rewards Member's account).
- 5.7. On termination or cancellation of any Membership for any reason (whether automatically, by the Club or the Quins Rewards Member), all unused Reward Points connected to that Quins Rewards Member's account will be cancelled and not capable of use. Where the Quins Rewards Member has used any of their Reward Points to earn a Reward which the Quins Rewards Member has not already received, any such Rewards shall be withdrawn and shall not be received by the Quins Rewards Member (this includes any 'bids' placed by the Quins Rewards Member in any auction for a Reward and entry to any prize draw, competition or similar Reward).
- **5.8.** Where unused Reward Points are cancelled, removed, or withdrawn (whether as a result of termination or cancellation of any Quins Rewards Membership, or otherwise), no refund, cash alternative or other replacement will be given to the Quins Rewards Member.
- **5.9.** In the event that a Quins Rewards Membership is terminated or cancelled for any reason, the Club reserves the right to, at its discretion exclude the relevant Member from applying (or re-applying) for any Membership programme or similar programmes (including any future Membership or loyalty programme) maintained or organised by the Club;

5. LIABILITY

- **6.1.** Nothing in these Terms and Conditions shall limit or exclude the Club's liability for:
 - a. death or personal injury caused by its negligence;
 - b. fraud or fraudulent misrepresentation; or

- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; and the Club does not exclude or limit its liability to Quins Rewards Members where it would be unlawful to do so.
- **6.2.** Subject to clause 6.1 above, the Club will not be liable to any Quins Rewards Member for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with:
- **6.3.** any failure or delay by the Club in carrying out any of its obligations under these Terms and Conditions which is caused by circumstances outside of the Club's reasonable control;
 - a. the Quins Rewards Programme and the Reward Points;
 - b. any information provided to the Club by a third party;
 - c. the Website and the Quins Rewards Page, including its availability and use of or reliance on any content displayed on the Quins Rewards Page; and
 - d. any act or omission of a third party providing the Rewards; save to the extent that loss or damage suffered by a Quins Rewards Member is a foreseeable consequence of the Club's breach of these Terms and Conditions, for the avoidance of doubt the Club is not responsible for any loss or damage that is not foreseeable.
- **6.4.** Subject to condition clause 6.1, the Club shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 6.5. Subject to condition clause 6.1, the Club's total liability to each Quins Rewards Member in respect of any loss or damage a Member suffers as a result of a breach of these Terms and Conditions by the Club is to credit any Reward Points to the Quins Rewards Member's account which have been wrongly deducted or should have been credited but were not.
- **6.6.** Subject to condition clause 6.1, the Club assumes no responsibility for the services provided by any third party in connection with the Reward Points or the Rewards, including but not limited to the delivery, standard, quality or otherwise of any Reward Points or Rewards provided by third parties or the failure of such a third party to honour the redemption of the Reward Points or make a specific Reward available. Any issues relating to the purchase, delivery and return of Rewards should be addressed to the third party.
- **6.7.** Subject to condition clause 6.1, the Club gives no guarantee that any particular Reward will be made available or will remain available. The Club reserves the right to withdraw or change any Reward and / or amend the number of Reward Points required to claim any Reward at any time.
- **6.8.** No credit will be issued for any Reward Points or Rewards not redeemed. Points

and Rewards may not be purchased with debit card, credit card, or cash.

6.9. Subject to condition clause 6.1, the Club will not be liable for lost or stolen Rewards or Reward Points.

6. GENERAL TERMS

- **7.1.** Each Quins Rewards Member is required to provide the Club with up-to-date contact details and keep the Club informed at all times of any changes to such contact details so the Club can communicate with Quins Rewards Members.
- **7.2.** If a Quins Rewards Member has any concerns about their Membership, use of the Quins Rewards Programme or these Terms and Conditions, they should contact the Club at supporterservice@quins.co.uk. In addition, where the Quins Rewards Member is a consumer, the Quins Rewards Member can obtain further guidance and advice from Citizens Advice (www.adviceguide.co.uk).
- **7.3.** Each Quins Rewards Member acknowledges and agrees that the personal data provided by them to the Club when using the Quins Rewards Programme or in receiving Rewards 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 Privacy Policy.
- **7.4.** These Terms and Conditions, together with (as appropriate):
 - (i) any associated online application form/process; and/or
 - (ii) any other relevant documents, terms or conditions which are explicitly referred to in these Terms and Conditions comprise the entire agreement between the Club and a Quins Rewards Member in relation to the Quins Rewards Programme.
- **7.5.** If any of these Terms and Conditions are found by a court to be illegal, the rest of these Terms and Conditions will remain in force. Each of the paragraphs of these Terms and Conditions operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **7.6.** This contract is between the Quins Rewards Member and the Club. No other person shall have any rights to enforce any of its terms.
- 7.7. If the Club delays in enforcing this contract against the Quins Rewards Member, the Club will be entitled to enforce it at a later stage. If the Club does not insist immediately that the Quins Rewards Member does anything he/she/they are required to do under these Terms and Conditions, or if the Club delays in taking steps against the Quins Rewards Member in respect of him/her/they breaking this contract, that will not mean that the Quins Rewards Member does not have do to

those things or that the Club is prevented from taking steps against the Quins Rewards Member at a later date.

7.8. These Terms and Conditions are governed by English law and any legal proceedings must be brought in the English courts. Notwithstanding the foregoing, if the Quins Rewards Member is a consumer and: (i) is resident in Scotland then legal proceedings may be brought in either the Scottish or the English courts; or (ii) is resident in Northern Ireland, then legal proceedings may be brought in either the Northern Irish or the English courts.

Section 7. Seasonal Car Parking Terms & Conditions

The following Terms and Conditions (the "Seasonal Car Parking Terms & Conditions Terms & Conditions") shall apply to Harlequins Women's Members who wish to exercise their entitlement to purchase seasonal car parking at the North car park for standalone women's Allianz Premier fixtures only.

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 option of seasonal car parking in the North car park for Harlequins Women's home regular season matches only will be afforded to all Women's Members at a cost of £35
- **2.2.** Limited seasonal parking is available in the North car park and can be purchased on a first-come first-served basis. Seasonal parking is not guaranteed for existing Season Ticket Members ad must be purchased each season.
- **2.3.** Seasonal parking passes for existing Members are not reserved for any period of time. Season Ticket Members are offered a Priority Window to:
 - (i) Renew their Season Ticket Membership
 - (ii) Purchase additional Season Ticket Memberships
 - (iii) Purchase seasonal parking subject to clauses set out in 2.1 and 2.2 above.

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. Subscription does not guarantee a Member a car parking space at the Ground on matchdays.
- **3.4.** Use of a car parking space for non-Club matches will be determined at the Club's discretion.
- 3.5. The Club is not responsible for any Parking Pass that is lost, stolen, 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 Parking Pass may be applied for by the Member at full price, to be paid by the Purchaser or Member prior to the issue of each duplicate Parking Pass. 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 willful 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.
- 3.6. Should a Member lose a Parking Pass before the first halfway point of the Allianz Premier 15s Season, a replacement Parking Pass will need to be paid for infull. If a Parking Pass is lost during the second half of the Allianz Premier 15s season, the amount to be paid by the Member will be calculated pro rata based on the number of home Men's matches remaining for that season. The cost of such replacement will be based on a Match-by-Match fee.
- **3.7.** The halfway point of the Allianz Premier 15s Season will be determined once half the matches of the league have been completed.
- **3.8.** Should a Member forget a pass on a matchday they will need to contact the Club or visit the ticket office and a replacement matchday e-pass will be issued at the Club's discretion.
- **3.9.** For the purposes of condition 3.5. above, whether a Parking Pass is damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion. Damaged passes must be presented to the Club before a new Pass is delivered.
- **3.10.** Should for any reason space not be available in the North or Magenta car parks, the Club will make every effort to find suitable available nearby arrangements on the stadium grounds or in the Rosebine car park.

Section 8. Quins Credit

1. GENERAL

1.1 Quins Credit is an online account for Harlequins Season Ticket Members and

Harlequins supporters for the purchase of Season Tickets and matchday tickets via the Harlequins Ticketing website, www.eticketing.co.uk/Harlequins.

2. TERMS OF USE FOR QUINS CREDIT

- 2.1 Harlequins Quins Credit is stored on an online Members and Supporters account in the Ticketing section of the Harlequins website.
- Quins Credit amounts provided during the Club's Credit, Refund, Donate scheme in the 2019/20 and 2020/21 seasons due to matches impacted by the Covid pandemic, can only be used for the full or partial purchase of:
 - a) Harlequins Season Tickets, up until the first match of the 2023/24 season.
 - b) Harlequins matchday tickets, up until the first match of the 2023/24 season.
 - c) Harlequins Seasonal / matchday parking, until first match of the 2023/24 season.
 - d) Harlequins Ticket Priority Pass, up until the first match of the 2023/24 season.
- 2.3 Quins Credit amounts provided for any other reason, including but not limited to Ticket Resale refunds and match ticket refunds, can only be used for the full or partial purchase of:
 - a) Harlequins Season Tickets.
 - b) Harlequins matchday tickets.
 - c) Harlequins seasonal or matchday parking.
 - d) Harlequins Ticket Priority Pass.

At the time of writing these Terms and Conditions, there is no deadline that Quins Credit obtained via the methods set out in Paragraph 2.3 needs to be spent.

- 2.4 Quins Credit can be used to partially or fully pay for the products set out in 2.2 and 2.3 above, as well as for Season Ticket Memberships utilising the Direct Debit scheme.
- 2.5 All Quins Credit balances are non-refundable and must be used for the products outlined in Paragraph 2.2 and 2.3 above.
- 2.6 Quins Credit cannot be transferred onto other payment systems at the Club, and can only be used for the products outlined above. It is not available to purchase merchandise (online or in-store) nor for food and drink on a matchday.
- 2.7 Certain additional discounts and offers may be made available to Members and Supporters when using Quins Credit and the Club reserves the right to alter such discounts and offers at any time, but not without prior notice which will be given on the Website.
- 2.8 The Club reserves the right to temporarily or permanently change, limit, suspend or terminate use of Quins Credit without prior notice further to:



- a) changes in the Club's business practice,
- b) if the Member/Supporter violates these Terms and Conditions.
- **2.9** Any Quins Credit offered by the Club in future seasons will be credited to the Member's/Supporter's Quins Credit balance.
- 2.10 As per the Harlequins Ticketing Policy Terms & Conditions, if the Rugby match for which a ticket relates that Quins Credit was used to fully or partially purchase is postponed to a new date or abandoned for any reason, the ticket shall remain valid for the rearranged match. Any person who does not wish to attend the rearranged Rugby match shall be entitled to a refund to their Quins Credit account of their tickets only if they contact the Ticket Office within 14 days from the date of notification of the postponement to the member's email address by the Club. Cash refunds will not be made of the ticket value purchased using Quins Credit which will be reallocated to their Quins Credit online balance.
- **2.11** No refund will be provided for fixtures that change kick-off times so long as the fixture date remains the same.
- **2.12** Please refer to the Harlequins Ticketing Policy for all other Ticket Purchase Terms and Conditions.

Section 9: Direct Debit Pre-Payment Plan

- 1. GENERAL
- **1.1.** Direct Debit Pre-Payment Plan is not available for Harlequins Women's Memberships.

Section 12: Big Game and Big Summer Kick-Off

- **12.1** Double headers at The Stoop, Big Game and Big summer Kick-off fixtures are not included in a Harlequins Women Membership.
- **12.2** Harlequins Women Members will be offered a priority window to purchase tickets for these fixtures, along with Harlequins Season Ticket Members and Ticket Priority Pass holders.

Section 13: Future benefits

- **14.1**Terms and Conditions for future benefits will be provided on the Website at the point of availability.
- **14.2** Updated Terms & Conditions published on 16 March 2023.

