

HARLEQUINS 2021/22 SEASON TICKET 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 wishes to enter the ballot for RFU tickets at Twickenham Stadium, the terms set out in section 7 of this document; and
- (iv) where a Member wishes to purchase seasonal car parking at the Ground, the terms set out in section 8 of this document; and
- (v) where a Member wishes to use a Direct Debit Pre-Payment Plan, the terms set out in section 11 and
- (vi) where a Member wishes to use Ticket Forwarding, the terms set out in section 12 and
- (vii) where a Member wishes to use Ticket Resale, the terms set out in section 13;

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;

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

“Big Game” means the annual Club Match played at Twickenham Stadium during the Christmas period (subject to covid-19 restrictions);

“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 retired electronic method of payment made via the old Membership Card system up to 31st August 2020;

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

“FanzaSport App” means the smartphone or tablet device App that hosts the Quins Rewards programme and allows Members to top-up their new payment Membership card to spend online and in-store;

“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 (See Section 12 – Ticket Forwarding);

“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>;

“Knockout 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, 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;

“New payment capability” means the electronic method of payment made via the Membership Card at the Ground and external retailers from 1st September 2020 onwards;

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

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

“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;

“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 as set out in Section 9;

“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;

“Regular Season” means Matches played at the Ground in the Gallagher Premiership, the Pool Stages of Cup Competitions, and Allianz Premier 15s;

“Season” means the period from 1 July 2021 to 30 June 2022;

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

“Season Ticket 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;

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

“Season Ticket Member 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;

“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 1st July 2021, payments received by Purchasers before or after the 1st of July 2021 will be official Members from 1st July 2021.

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 2020/21, Ticket Office, Harlequin FC, Twickenham Stoop, Langhorn Drive, Twickenham, Middlesex, TW2 7SX.

**subject to covid-19 restrictions.*

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.

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 Season Ticket Memberships are subject to a booking fee of £2.00 per Membership which will be charged at the time of booking.

2.6 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).

2.7 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 Diners Club, Solo or Electron)
- d. Direct Debit - see our separate Direct Debit FAQs at www.quins.co.uk/membership.

2.8 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's 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.

2.9 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.

2.10 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.

2.11 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 DISPATCH OF SEASON TICKET MEMBERSHIP CARDS

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 Should a Member forget their Membership Card on a Matchday, the Club reserves the right charge a fee of £3.00 per reprint to allow access for that Match. Should a Member forget their Membership Card on three consecutive occasions, the Club reserves the right to refuse entry to the ground and/or charge £10.00 for a replacement card.

4.3 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, 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.

4.4 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.

4.5 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.

- 4.6** 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.
- 4.7** If your Membership Card or Card details are lost or stolen, or if you know or suspect fraud or misuse, or if you think someone else may know your Membership Card PIN or other security information, please contact Barclays immediately. They will block access to the Pingit for Clubs payment services and use of your Card to prevent anyone misusing your money. If you contact the Club, the Club can also take steps to block the Pingit for Clubs payment services and use of your Membership Card.
- 4.8** Harlequins is responsible for replacing any lost, damaged, or stolen Card in accordance with this Terms and Conditions document.
- 4.9** If, as a result of you reporting your Card lost or stolen, Barclays block access to Pingit for Clubs payment services and use of your Card this means:
- a) you cannot use your Card or Card details for payments;
 - b) money due under any CPA you have set up will not be taken and you will need to agree an alternative payment method with the retailer. However, if you have ordered a replacement Card and have activated it by the time payment is due under the CPA the payment will be taken against the new Card details and you do not need to take any action;
 - c) you cannot view your PIN in the App Payments Section;
 - d) you cannot view payment transactions in the App Payments Section;
 - e) you cannot view your access profile and settings in the App Payments Section; and
 - f) you cannot withdraw funds to your Linked Bank Account using the App Payments Section (if you wish to withdraw funds you should contact us and we will action the withdrawal for you).
 - g) Any non-payment services provided on the Card (including those provided by the Club) will be unaffected.
- 4.10** To continue using Pingit for Clubs you will need to order a replacement Card through the Club. Once you have received your replacement Card you will need to activate the Card in the App Payments Section to unblock your Pingit for Clubs Account and enable your Card for payments.
- 4.11** If you find your Card again after reporting it as lost or stolen, please destroy it. When you get in touch with Barclays to tell us that your Card has been lost, stolen or misused, you must give us all the information you have about it. We may pass any of this information on to the police if we think it will be useful.
- 4.12** Membership card payment activation is subject to Terms and Conditions that can be found at quins.co.uk/membership.

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, 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.

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 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

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 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.

7 LIABILITY

- 7.1** The Club expressly excludes all liability resulting from:
- 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;
 - the alteration of the dates and times of Matches;
 - the abandonment, postponement, or cancellation of Matches; and
 - 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:
- death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or
 - 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:

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

8.2 A Membership Card permits the Membership 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 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 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 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. 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, transphobic, 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 their membership of a Membership Scheme; or
 - f. the Member has failed to make any required payment to the Club, including Direct Debit payment
- 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, 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.

** subject to covid-19 restrictions*

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 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.
- 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://www.quins.co.uk/privacy>.
- 13.2** 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 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 an acknowledgment within three working days and the Club aims to provide a full response within 10 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 Membership Categories for the Season are open to all supporters over the age of 16, save as regards existing Gold and Premier Junior Members. Seats within the Gold and Premier categories that were allocated to Members for the 2020/21 Season will remain reserved for those individuals to reselect until 16:30 on Tuesday 15th June 2021 (subject to change dependant on government Covid-19 guidelines). You are able to choose to move your seat to any other available seat during this process.
- 1.2. All Season Ticket Members who have renewed will be offered the opportunity to register online to move their seat after 15th June 2021 by an email from the Club. Any seat move must be processed over the telephone and the Ticket Office will call back Members who have registered their interest online on a first come, first served basis on Wednesday 16th and Thursday 17th June 2021, subject to Ticket Office opening hours. All requests will be accommodated where possible but are not guaranteed.
- 1.3. All dates subject to change at the discretion of the Club.

2. MEMBERSHIP BENEFITS

- 2.1. Members will be entitled through the Season to;
 - a. guaranteed seat for each of the Men's and Women's Regular Season Matches (Gallagher Premiership, European Competition, Premiership Rugby Cup, and Allianz Premier 15s) at the Ground;
 - b. a guaranteed seat at Big Game 13;
 - c. option to bring one guest to Big Game 13 for 50% of the full cost;
 - d. right to a complimentary seat to and pre-Season Friendly Matches and any Premiership Rugby Shield Matches 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 7 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 Knockout Stages played at the Ground;

- i. access to a limited number of match tickets at a discount for every Club match played at the Ground (not including knockout fixtures). One discounted ticket is available per Member per Match, subject to availability. The Club reserves the right to limit the number of available tickets;
- j. invitation to Members' only Club evenings and events with playing, coaching and commercial staff throughout the season, subject to availability. The Club reserves the right to limit the number of available tickets to each event;
- k. discount on the hire of non-matchday facilities at the Ground;
- l. exclusive Members' pin badge;
- m. access to an enhanced Quins Rewards Programme including a pre-paid Membership card and x2 Quins Rewards Points on all payment transactions at The Stoop (for full Terms and Conditions refer to section 5 and the [Quins Rewards Terms & Conditions](#));
- n. existing Junior Members receive a gift pack, a complimentary ticket for the match closest to their birthday subject to availability, a birthday and Christmas card from the Club captains and an invitation to the annual Mighty Quins Christmas party (subject to Covid-19 regulations);
- o. £10 retail voucher to be used on purchase of an adidas replica Harlequins home shirt from the 2021/22 range. Valid on any purchase over £25. Not in conjunction with any other offer. Physical voucher must be presented to redeem discount. Only one voucher per transaction. This voucher cannot be redeemed for cash. Harlequin FC reserves the right to refuse use of voucher. Discount expires Friday 1st July 2022;
- p. access to exclusive benefits and discounts from Harlequins commercial partners;
- q. access to Digital content including pre- and post-match emails;

2.2 Additional Debenture Holder Benefits:

- a. 50% discount on Gold/Prem seat price
- b. use of Debenture Holders' Lounge
- c. Priority access to any home quarter-final in a European competition or the Premiership Rugby Cup, or Gallagher Premiership play-off match
- d. 15% discount on Harlequins retail online and from our Official Store
- e. Complimentary matchday programme
- f. The right to publish your company's logo in all home matchday programmes (Gold Members only)
- g. Lounge or executive box hire discount at The Stoop on non-matchdays on two occasions per season (refreshments not included)
- h. Access to the North or Magenta car parks next to The Stoop (£120 per season)
- i. The ability to bring one guest per match into the Debenture Lounge for a total of ten (10) matches a season (subject to availability)

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 and Concessions.

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 2020/21 Season will remain reserved for those individuals to reselect until 16:30 on Tuesday 15th June 2021 (subject to change dependant on government Covid-19 guidelines). You are able to choose to move your seat to any other available seat during this process.

1.2 All Season Ticket Members who have renewed will be offered the opportunity to register online to move their seat after 15th June 2021 by an email from the Club. Any seat move must be processed over the telephone and the Ticket Office will call back Members who have registered their interest online on a first come, first served basis on Wednesday 16th and Thursday 17th June 2021, subject to Ticket Office opening hours. All requests will be accommodated where possible but are not guaranteed.

1.3 The following qualify for concessions:

To qualify for the 65+ rates you must be 65 or over as of 1st July 2021 and provide formal identification showing proof of age. Proof of eligibility must be supplied at the point of purchase or within ten working days by email to customerservice@quins.co.uk.

To qualify for the 16-21 rate you must be between the ages of 16 to 21 as of 1st July 2021 and provide formal identification showing proof of age. Proof of eligibility must be supplied at the point of purchase or within ten working days by email to customerservice@quins.co.uk.

To qualify as a junior you must be under the age of 16 and over the age of 5 as of 1st July 2021 and provide formal identification showing proof of age. Proof of eligibility must be supplied at the point of purchase or within ten working days by email to customerservice@quins.co.uk.

To qualify as a Key Worker you must meet the criteria as set out at richmond.gov.uk/key_worker_housing. This includes:

- Teachers (not including part-time or teaching assistants)
- Police (does not include administration staff)
- NHS staff (nurses and doctors. Does not include administration staff)
- Fire fighters (does not include administration staff)

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 under the age of 5 and over the age of 2 as of 1st July 2021 qualifies for a discounted Membership which must be purchased at the time of an adult parent/guardian Membership. 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. Full Membership prices, including discounted Memberships for 2 years through to Under 5s can be found at www.quins.co.uk/membership;

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); or
Receipt of either the PIP 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 2021/22.

To qualify as a full-time Student, you must provide written proof of enrolment for the 2021/22 academic year. Proof of eligibility must be supplied at the point of purchase or within ten working days by email to customerservice@quins.co.uk.

The Club reserves the right to revoke a concession discount and charge a Member full price for their Membership scheme should that Member fail to provide proof of eligibility for any concessionary prices within ten working days from the point of purchase by email to customerservice@quins.co.uk.

2 MEMBERSHIP BENEFITS

2.1 Members will be entitled through the Season to;

- a. guaranteed seat for each of the Men's and Women's Regular Season Matches (Gallagher Premiership, European Competition, Premiership Rugby Cup, and Allianz Premier 15s) at the Ground;
- b. a guaranteed seat at Big Game 13;
- c. option to bring one guest to Big Game 13 for 25% of the full cost;

- d. right to a complimentary seat to any pre-Season Friendly Matches and any Premiership Rugby Shield Matches played at the Ground;
- g. a priority right to purchase a seat for Knockout Stages played at the Ground;
- e. right to apply for RFU tickets for England International matches at Twickenham Stadium (for full Terms & Conditions refer to section 7 Ballot for RFU tickets at Twickenham Stadium Terms & Conditions);
- f. seasonal parking for £120 (for full Terms and Conditions refer to section 8 – Seasonal Car Parking Terms and Conditions);
- j. access to a limited number of match tickets at a discount for every Club match played at the Ground (not including Knockout Stages). 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 throughout the season, subject to availability. The Club reserves the right to limit the number of available tickets to each event;
- l. discount on the hire of non-matchday facilities at the Ground;
- m. exclusive Members' pin badge;
- n. access to an enhanced Quins Rewards Programme including a pre-paid Membership card and Quins Rewards Points on all transactions (for full Terms and Conditions refer to section 5 and the [Quins Rewards Terms & Conditions](#));
- r. existing 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 and an invitation to a Mighty Quins Christmas party (subject to Covid-19 regulations);
- s. £5 retail voucher to be used on purchase of an adidas replica Harlequins home shirt from the 2021/22 range. Valid on any purchase over £25; Not in conjunction with any other offer. Physical voucher must be presented to redeem discount. Only one voucher per transaction. This voucher cannot be redeemed for cash. Harlequin FC reserves the right to refuse use of voucher. Discount Expires Friday 1st July 2022;
- t. access to exclusive benefits and discounts from Harlequins commercial partners;
- u. access to Digital content including pre- and post-match emails;

3 HONOURS BAR ACCESS

- 3.1 Access to the Honours Bar in the Charles Stanley Stand is restricted to Gold and Premier Season Ticket Members (including Debenture Holders) and Associate Members.
- 3.2 Any non-Gold or Premier Member who historically requested and received access to the "Honours Bar" will no longer be permitted access from the 2021/22 season onwards with the exception of:
 - a. Harlequins Founder Members who can provide proof of Founder Member status upon request, and;

- b. Season Ticket Members with Accessible Needs (including their carers) who have previously been permitted access and have received confirmation from the Club via an email in May 2020.
- c. All non-Gold and Premier Season Ticket Members permitted access to the Honours Bar will be sent a seasonal access card ahead of the start of the new season which will be required to be displayed upon request to gain entry to the Honours Bar on a matchday.
- d. The Club reserves the right to review access to the Honours Bar each season and limit capacity due to health and safety requirements or other factors.

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.quins.co.uk.

2. 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.

3. 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:

- a. 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
 - b. 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 been 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.

4. 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:
- are minor, trivial or to correct an error;
 - 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;
 - reflect changes required by in relevant laws and regulatory requirements; or
 - 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):
- the Quins Rewards Programme (including, but not limited to, its name and branding);
 - the Rewards available within the Quins Rewards Programme;
 - how Rewards may be redeemed;
 - the number of points required to redeem any Reward;
 - the limitations (including time and numerical limits) on the availability of any Reward or the ability to redeem Reward Points;
 - how Reward Points are earned;
 - the limits on the number of Reward Points that can be earned during any period of time;
 - 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

5. 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 30th 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: customerservice@quins.co.uk
- 5.4. The Club can terminate a Quins Rewards Member's participation in the Quins Rewards Programme immediately on written notice if:
- the Quins Rewards Member breaches these Terms and Conditions;
 - 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;
 - 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;
 - 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;
 - the Club reasonably believes an unauthorised person is accessing the Quins Rewards Programme using the Quins Rewards Member's account;
 - the Club reasonably believes providing with Reward Points will cause the Club to break any applicable law, regulation or code; or
 - 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;

6. 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 cash, 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.

7. 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 customerservice@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 Reward 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 (iii) 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 to do 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 6. Harlequins Membership Card

1 GENERAL

- 1.1** From the start of the 2020/21 season, all Season Ticket Members will receive a new Season Ticket Membership card providing enhanced payment capabilities, using Barclays' Pingit technology.
- 1.2** The new prepaid Membership cards replace the Club's retired eCash system and can be used to spend online, outside the Ground as well as at The Stoop - wherever there is a VISA sign.
- 1.3** Season Ticket Members are required to activate their card for payment should they wish to use the Membership card to spend online and in-store by downloading the FanzaSport App. Further details can be found at The My Stoop Portal.
- 1.4** Season Ticket Members have the opportunity to earn Quins Rewards loyalty points outside of matchdays and access money-can't-buy Harlequins experiences and Club merchandise through the Quins Rewards programme by using the Membership card to spend at affiliate retailers.
- 1.5** Once activated, Season Ticket Members over the age of 16 will be able to quickly and easily top-up funds via their smartphone device or tablet through an app, using Barclays' Pingit technology.
- 1.6** Members do not need to be Barclays customers to use the payment functions on the card and should they choose not to activate their card for payment, can still use it to access The Stoop on a matchday.
- 1.7** In some instances, a Season Ticket Member may not be eligible to activate their Membership card for payment due to factors outside of the Club's control, including necessary bureau checks, taxation payments in multiple countries or the Season Ticket member owning outdated smartphone or tablet devices. The Club is not responsible for any loss of Membership benefit as a result of these issues and is not liable to provide any compensation. These issues would only limit Season Ticket Members' ability to use the Membership card for payments and they would still have full access to the Quins Rewards programme.
- 1.8** Membership card payment activation is subject to terms and conditions that can be found at quins.co.uk/membership.

Section 7. 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.
- 2.2. A secondary ballot for all Members will be run with any 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 via the Harlequins 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 8. 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 and Club, Touchline and Jester Members at a cost of £120.
- 2.2. The right to seasonal car parking in the Rosebine, North and Magenta car parks for Harlequins home matches only will be afforded to Debenture Holders only 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. 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 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.

- 3.6. Should a Member forget a pass on a matchday they will need to produce email confirmation or call the Club prior to ensure access to the car park is granted.
- 3.7. 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.

Section 9. 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. PRE-REQUISITES FOR THE USE OF QUINS CREDIT

- 2.1 The use of Quins Credit is available to:
- All 2019/20 Harlequins Season Ticket Members and Supporters who chose to divide their full or partial Season Ticket reimbursement allowance due to the 2019/20 season's impact by the Covid-19 pandemic.
 - All 2020/21 Harlequins Season Ticket Members who chose to divide their full or partial Season Ticket reimbursement allowance due to the 2020/21 season's impact by the Covid-19 pandemic.
 - All current and past Harlequins Season Ticket Members who did not donate their remaining eCash balance to the Club, following the change to eCash programme during the 2019/20 season (See "[Quins eCash Terms & Conditions – March 2020](#)").
 - All other Harlequins Season Ticket Members who may be allocated Quins Credit across future seasons.

3. TERMS OF USE FOR QUINS CREDIT

- 3.1 Harlequins Quins Credit is stored on an online Members and Supporters account in the Ticketing section of the Harlequins website.
- 3.2 Quins Credit can only be used for the full or partial purchase of:
- Harlequins Season Tickets for the 2021/22, 2022/23 seasons, up until the first match of the 2023/24 season.
 - Harlequins matchday tickets for the 2021/22, 2022/23 seasons, up until the first match of the 2023/24 season.
 - Harlequins seasonal or matchday parking for the 2021/22, 2022/23 seasons, up until the first match of the 2023/24 season.

- 3.3** Quins Credit can be used to partially or fully pay for the products set out in 3.2 above, as well as for Season Ticket Memberships utilising the Direct Debit scheme.
- 3.4** All Quins Credit balances are non-refundable and must be used for the products outlined in Paragraph 3.2 above.
- 3.5** After the first match of the 2023/24 Premiership season, any remaining Quins Credit balances accumulated through the methods set out in Section 2.1 will be returned to the Club.
- 3.6** Quins Credit cannot be transferred onto other payment systems at the Club, such as the new pre-paid Membership cards introduced for the 2020/21 season 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.
- 3.7** 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.
- 3.8** 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.
- 3.9** Any Quins Credit offered by the Club in future seasons will be credited to the Member's/Supporter's Quins Credit balance. Any Quins Credit offered by the Club from the start of the 2020/21 season (over and above that as set out in Section 2.1), must be used by the 31st July of the season following the season that the Quins Credit is offered.
- 3.10** 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 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 48 hours of the ticket purchase. Cash refunds will not be made of the ticket value purchased using Quins Credit which will be reallocated to their Quins Credit online balance.
- 3.11** Please refer to the Harlequins Ticketing Policy for all other Ticket Purchase Terms and Conditions.

Section 10: eCash

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

1. GENERAL

- 1.1. eCash is the retired form of payment made using a Membership Card prior to the 2020/21 season.
- 1.2. The previous style Membership cards stopped working on 11 September 2020 before the start of the 2020-2021 season and after this date eCash balances were frozen and Members were not be able to spend any remaining eCash balances on their current Membership cards or request a refund.
- 1.3. Members had until **23:59 on 11 September 2020** to request a refund of any eCash balances on their Membership card exceeding £5 in accordance with the provisions of the 2020 eCash Terms and Conditions. In accordance with Ticket Resale Terms and Conditions (Section 13), any eCash generated through ticket resale or other Club cashback incentives could not be refunded.
- 1.4. After **11 September 2020** any remaining eCash balances were returned to the Club to support the Harlequins Foundation, Academy, and Women’s programme.
- 1.5. For the avoidance of doubt: eCash balances on Members’ 2019/2020 Membership cards will not transfer to Members 2020/2021 Membership cards as the new payment capability will be hosted by another provider rather than by the Club.
- 1.6. The Club shall have no liability to any Member in respect of an eCash balance:
 - a. of £5 or less; or
 - b. that was eligible for a refund where the Member did not submit a request for a refund in accordance with the provisions of these eCash Terms and Conditions; or
 - c. that was generated from Ticket Resale refunds or other cashback incentives
- 1.7 The new payment capability in 2020-2021 will form part of the Club’s enhanced Quins Rewards Programme to bring bigger and better benefits, offer and savings to Members. Eligibility and Terms and Conditions will apply to the new Membership Card payment capability.

Section 11: 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. The Club reserves the right to refuse Direct Debit payments should the Member have a record of late payments or cancellations.

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 10 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 June.
- 3.5. In the event of a missed payment of a Direct Debit prepayment plan before full payment has been made, the Membership Card and account will be deactivated for all matches until all outstanding instalments have been paid. Member benefits will also be deactivated including any forwarded tickets/resale seats.

The Club will attempt to recover any missed payments automatically, five working days after the original payment date via the nominated bank account or will take payment via phone on or before the date that the next home match is played (whichever comes first).

Should payment not be received by the agreed date the Club reserves the right to sell the deactivated Membership seat for any match and disable the Member's Membership Card until all outstanding instalments have been paid.

After a third missed payment, the Club reserves the right to terminate the Membership. Your seat will be cancelled and released for general sale for the remainder of the season. Should a member wish to renew after a Direct Debit

closure, they will be charged as a new Member and the Club cannot guarantee the current seat will be available.

- 3.6** No penalty charge will be applied after a first missed payment, but charges of £10 per membership will be applied for each subsequent missed payment.
- 3.7** In the event of a cancellation of a Direct Debit prepayment plan by a Member before full payment has been made, the Membership Card will be deactivated for all matches until all outstanding instalments have been paid in line with section 3.5 above. Member benefits will also be deactivated.
- 3.8** No refunds will be given in respect of Member benefits that have been pre-paid using Direct Debit but are unused.

Section 12: 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

- 3.1** If you are unable to attend a match you can forward your ticket to a friend or family member by visiting the Harlequins TicketMaster site at www.eticketing.co.uk/Harlequins.
- 3.2** Members are prohibited from passing a Membership Card to a Guest for use at a particular match or matches. Should a Member wish to pass their ticket onto a Guest, Ticket Forwarding must be used;
- 3.3** 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.
- 3.4** 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.

- 3.5** If your ticket has been forwarded but you want to attend the match you can recall it via the My Stoop Portal.
- 3.6** Junior tickets cannot be forwarded to adults. For all matches, the Junior ticket can be upgraded over the phone for use by an adult by paying the difference between the cost of a Junior and Adult match ticket in the relevant seating category.
- 3.7** Recipients of an Adult forwarded ticket will receive an eTicket to access the Ground which the recipient will need to print. Print charges may be applicable at the Club's discretion. Recipients of a Junior forwarded ticket will receive a paper ticket.
- 3.8** There is no limit on the number of matches Members can forward their ticket for. Ticket Forwarding cannot be used as an alternative to pay for a lost card.
- 3.9** Ticket Forwarding is not available for Big Game fixtures or any other matches outside of the Membership package (i.e. Knockout Stages played at the Ground).
- 3.10** Access to the "Honours Bar" or "Debenture Bar", are not transferred to Guest attendees when Ticket Forwarding is used.

Section 13: 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

- 3.1** If you are unable to attend a Match you can put your ticket up for sale, limited to 10 Matches per season, by visiting the Harlequins TicketMaster site at www.eticketing.co.uk/Harlequins.
- 3.2** 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;

- 3.3** 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;
- 3.4** 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.
- 3.5** 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. If the Club believes a Member to be misusing the Ticket Resale benefit, a ticket can be refused release for resale at the Club's discretion;
- 3.6** If your ticket is purchased, you will receive 50% of the sale price of the Match ticket sold. The sale price 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. Should the sale price of the ticket equal zero, no money shall be credited to the Member.
- 3.7** If the ticket resold belongs to a complimentary Membership or children's under 5 years' 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.
- 3.8** Payment for the sale will be in the form of a credit to the Member's payment card used to purchase their Season Ticket Membership and will be made within 24 hours of the Match in question taking place.
- 3.9** Ticket Resale is not available for Big Game fixtures or any other matches outside of the Membership package (i.e. Knockout Stages played at the Ground).
- 3.10** The Club does not guarantee the sale of any Match ticket put up for sale using the Ticket Resale service.

Section 14: Future benefits

- 14.1** Terms and Conditions for future benefits will be provided on the Website at the point of availability.
- 14.2** Terms & Conditions published on 13th April 2021.