

DURFC INTERNATIONAL TICKET PROTOCOLS

Management

DURFC are an affiliated Club of the RFU and as such they adhere to all the RFU Ticketing terms and conditions as listed below

Ticket Transfers

In the event that you or your guests are not able to attend the match you must return the tickets to DURFC for refunds and redistribution.

Sanctions

Members receiving tickets who do not adhere to the RFU terms and conditions will be subject to potential sanctions from the Club that may include expulsion from the Club and / or banned from applying for International tickets

Standard RFU Ticket Terms

PLEASE REFER TO SECTION 2 REGARDING TRANSFER OF TICKETS. TICKETS PURCHASED OR OBTAINED IN BREACH OF THIS SECTION WILL BE VOID AND MAY BE SEIZED OR CANCELLED WITHOUT REFUND OR COMPENSATION.

1. INTRODUCTION

1.1 In these terms and conditions ("**Terms**"):

1.1.1 "**RFU**", "**we**", "**us**", "**our**" means the Rugby Football Union, a society registered under the Co-operative and Community Benefits Society Act 2014 (register number IP27981R) whose registered office is Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham, TW2 7BA; and

1.1.2 "**you**", "**your**" means the individual or entity that purchases, holds, transfers and/or uses Ticket(s) (as applicable).

1.2 These Terms constitute the legal terms and conditions that apply to the purchase, transfer, sale and/or use of any Ticket(s). These Terms should be read in conjunction with our Ground Rules (available at www.englandrugby.com/tickets) that apply to all persons who enter the Ground.

1.3 Please read these Terms carefully. By purchasing, holding and/or using or attempting to use a Ticket you: (i) certify that you have read, understood and accepted these Terms and the Ground Rules; (ii) agree to be bound by and to comply with these Terms and the Ground Rules; and (iii) agree to bring these Terms and the Ground Rules to the attention of others as required by these Terms.

1.4 You should print a copy of these Terms and the Ground Rules or save them for future reference. These Terms and the Ground Rules are available only in English.

1.5 We may amend these Terms and the Ground Rules from time to time as set out in Section 7.3 and any changes will apply to Ticket(s) that are purchased or acquired after the date of the amendment. Please check these Terms and Ground Rules every time you wish to purchase or acquire any Ticket to ensure you understand the terms and rules that apply at that time.

1.6 These Terms may be printed in an abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Terms and the abbreviated form printed on a Ticket, these Terms shall prevail.

1.7 These Terms are in addition to any terms and conditions which apply to Tickets purchased under a debenture.

1.8 In these Terms:

1.8.1 "**Club**" means a rugby union club that is eligible to apply to us for Ticket(s);

1.8.2 "**Constituent Body**" means an association or combination of clubs, schools or universities so designated in accordance with the RFU Rules;

1.8.3 "**Consumer**" means an individual applying for and/or using Ticket(s) **for purposes that are wholly or mainly outside** that individual's trade, business, craft or profession;

1.8.4 "**Eligible Entity**" means any Club, Constituent Body, Referee Society, school, overseas union, RFU Sponsor that is eligible to apply to us for Ticket(s) and such other persons as we may specify as 'Eligible Entities' for the purposes of these Terms from time to time;

- 1.8.5 "**Eligible Individual**" means a debenture holder, privilege member, past president, present or past international Team player, RFU Council member, officer or employee, steward and/or member of the press each as defined by us from time to time and such other persons as we may specify as 'Eligible Individuals' for the purposes of these Terms from time to time;
- 1.8.6 "**Ground**" means the Stadium, the car parks operated by us at the Stadium and any other property owned or controlled by us in the vicinity of the Stadium;
- 1.8.7 "**Match**" means an international rugby union match in which the Team competes, and other matches or tournaments owned or controlled by the RFU in each case that is held at the Stadium;
- 1.8.8 "**Material**" means any audio, visual or audio-visual material or any information or data of any nature;
- 1.8.9 "**Member**" means an individual who is a bona fide member or officer of a Club, Constituent Body or Referee Society and has been appointed as such in accordance with the constitution of the relevant Club, Constituent Body or Referee Society, not less than 2 weeks prior to purchase or receipt of Ticket(s);
- 1.8.10 "**Overseas Union**" means a rugby union in membership with World Rugby other than the RFU;
- 1.8.11 "**Package**" means the supply of Ticket(s) packaged in conjunction with any additional benefits including car parking, accommodation, food, drink, travel or any vouchers or other means of obtaining such additional benefits;
- 1.8.12 "**Referee Society**" means a society of RFU-sanctioned referees that is officially recognised by us;
- 1.8.13 "**Restricted Person**" means: (i) a ticketing or hospitality company; (ii) anyone supplying or offering to supply, either themselves or through a third party, catering or hospitality facilities for Ticket holders on the date of a Match; (iii) anyone who resells Ticket(s) other than as permitted under these Terms; or (iv) an officer or agent of any of the foregoing;
- 1.8.14 "**RFU Sponsor**" means an official sponsor of the RFU;
- 1.8.15 "**Season**" means a rugby union season typically commencing on or about 1 September of one year and concluding on or about 31 May in the following year;
- 1.8.16 "**Sponsor**" means a person or entity who either: (i) during a period of not less than 2 months before receipt or purchase of Ticket(s), sponsors or enters into an agreement to sponsor a Club, Constituent Body, Referee Society or school for at least a complete Season and receives a benefit from such Club, Constituent Body, Referee Society or school (other than membership, Ticket(s) and/or the use of the title of sponsor) in return for such sponsorship; or (ii) in respect of whom a Club, Constituent Body, Referee Society or school (as applicable) has obtained our prior written approval to permit such person or entity to purchase Ticket(s) as a Sponsor. In the case of any dispute as to whether a person or entity is a Sponsor, the decision of the RFU shall be final and binding;
- 1.8.17 "**Stadium**" means Twickenham Stadium, 200 Whitton Road, Twickenham TW2 7BA (including its outer concourses);
- 1.8.18 "**Team**" means the England men's senior international XV-a-side rugby union team;
- 1.8.19 "**Ticket**" means any ticket to a Match;

- 1.8.20 "**Ticket Exchange**" means our official online ticket exchange website at www.englandrugby.com;
- 1.8.21 "**Transferee**" means a person or entity to which Ticket(s) may be sold or transferred as specified in Section 2.3;
- 1.8.22 "**Transferor**" each person or entity that transfers or sells Ticket(s);
- 1.8.23 "**Unlawful Ticket**" means any Ticket that is offered for transfer or sale and/or acquired or used in breach of any provision of these Terms;
- 1.8.24 "**Website**" means the official RFU website, located at www.englandrugby.com;
- 1.8.25 any reference to a Section is to the relevant section of these Terms;
- 1.8.26 Section headings are included for convenience only and do not affect the interpretation of these Terms;
- 1.8.27 use of the singular includes the plural and vice versa, and reference to one gender is a reference to all genders;
- 1.8.28 any references to a "**person**" or "**entity**" includes any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.8.29 any reference to a statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") is a reference to such legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation;
- 1.8.30 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.8.31 "**in writing**" includes by email unless otherwise indicated.

2. TRANSFER/SALE OF TICKET(S)

2.1 Prohibition on transfers or sales in breach of these Terms

TICKET(S) MAY BE TRANSFERRED OR SOLD OR OFFERED FOR SALE OR TRANSFER ONLY IN ACCORDANCE WITH THESE TERMS. Any Ticket that is (or that we reasonably believe is intended to be) transferred or sold, or offered for sale or transfer, in breach of these Terms will be void and treated as an Unlawful Ticket and all rights conferred by the Ticket will automatically cease and terminate. We may seize the Ticket and refuse admission to the Ground and/or eject from the Ground any person in possession of an Unlawful Ticket without refund or compensation. We may also bar any person in possession of an Unlawful Ticket from attending Matches or other events at the Stadium in the future.

2.2 Right to publicise the names of persons/entities transferring or selling Ticket(s) in breach of these Terms

We reserve the right to publicise the names of any person or entity that transfers or sells, or offers to transfer or sell, any Ticket(s) in breach of these Terms and by purchasing or acquiring Ticket(s) you consent to us:

- 2.2.1 publicising your name in any and all media;

- 2.2.2 sharing your name and other personal data with law enforcement and other government agencies; and
- 2.2.3 sharing your name and other personal data with other sellers of tickets in order to monitor and prevent unauthorised sales of tickets,

in the event that you transfer or sell or offer to transfer or sell Ticket(s) or otherwise deal with Ticket(s) in breach of these Terms.

2.3 Permitted transfers and sales

2.3.1 ***Consumers (including Eligible Individuals and Members)***

(a) ***The Ticket Exchange***

You may sell your Ticket(s) via the Ticket Exchange in accordance with the terms and conditions of the Ticket Exchange (available at www.englandrugby.com/tickets) save where the Ticket(s) have been issued subject to a restriction that they may not be sold on the Ticket Exchange (for example, where an Eligible Entity is subject to an RFU ticketing sanction).

(b) ***Accompanying persons***

If you have purchased more than one Ticket for a Match, you may transfer and/or sell the additional Ticket(s) to a person that accompanies you to the Match ("**Transferee**") provided you: (i) do not advertise the Ticket(s) for transfer or sale; and (ii) you do not sell the Ticket(s) above face value. You shall ensure that each Transferee complies with these Terms and does not transfer or sell the Ticket you have transferred or sold to them other than via the Ticket Exchange.

2.3.2 ***Eligible Individuals***

Eligible Individuals may transfer/sell their Ticket(s) to a friend, a relative, other individual known personally to that Eligible Individual, or to a Club, a Constituent Body or Referee Society (each a "**Transferee**") provided they comply with Section 2.4.

2.3.3 ***Eligible Entities***

Eligible Entities may use the Ticket Exchange to sell their tickets save where the Ticket(s) have been issued subject to a restriction that they may not be sold on the Ticket Exchange. Eligible Entities may also transfer/sell their Ticket(s) to the following persons or entities (each a "**Transferee**"):

- (a) Clubs and Referee Societies may transfer/sell to their Members and their Sponsors and to other Clubs and Referee Societies;
- (b) Constituent Bodies may transfer/sell to a Club, their Members, their Sponsors and non-voting member clubs of the RFU;
- (c) Schools may transfer/sell to members of their staff, their pupils (or the parents or guardians of their pupils) and their Sponsors;
- (d) RFU Sponsors may transfer/sell, to their directors, employees/or their guests or to winners of any promotional activity (such as a prize competition) that has been approved by us;
- (e) Clubs, Referee Societies and Constituent Bodies may use up to 10 Tickets per Match in raffles or auctions, provided that:

- (i) the proceeds from such raffles or auctions are strictly for charitable purposes or the direct benefit of the Club, Referee Society or Constituent Body in question; and
- (ii) the RFU may direct a Club, Referee Society or Constituent Body that it may not use Tickets in any raffle or auction, at its discretion;

in each case provided they comply with Sections 2.4 and 2.5.

2.3.4 Sponsors and Overseas Unions

- (a) Sponsors and Overseas Unions may transfer Ticket(s) to their directors, employees and/or guests; and
- (b) Overseas Unions may transfer Ticket(s) to their member clubs;
- (c) if it is a Transferee pursuant to Section 2.3.4(b), a member club of an Overseas Unions may transfer Ticket(s) to their directors, employees and/or guests or to Clubs, Constituent Bodies and Referee Societies,

(each a "**Transferee**") in each case provided they comply with Section 2.4.

2.4 Conditions of transfer or sale of Ticket(s)

NO TICKET MAY BE TRANSFERRED FOR AN AMOUNT IN EXCESS OF THE FACE VALUE OF THE TICKET.

- 2.4.1 Ticket(s) may not be sold through secondary ticketing service providers, auction sites, or websites other than the Ticket Exchange.
- 2.4.2 Ticket(s) may not be transferred or sold to Restricted Persons without our prior written consent.
- 2.4.3 Other than as specifically set out in these Terms, a Ticket may not be used as a prize or as part of any competition or promotional or other similar activity or as part of any hospitality or travel or other commercial package which has not been approved in advance by us in writing.
- 2.4.4 Clubs, Constituent Bodies and Referee Societies may charge an administrative fee of up to £10 including VAT per Ticket for each Ticket they sell or transfer. No other Transferor may charge any fee in respect of the transfer or sale of a Ticket.
- 2.4.5 No Ticket may be sold as part of a Package.
- 2.4.6 These Terms and the Ground Rules must be incorporated into all agreements to sell or supply Ticket(s) and brought to the attention of any transferee.
- 2.4.7 All agreements to sell or supply Ticket(s) must contain terms stating that Transferees cannot sell, offer for sale or transfer any Ticket(s) except via the Ticket Exchange in accordance with the terms and conditions of the Ticket Exchange or to Accompanying Persons in accordance with Section 2.3.1.(b). Please note that the terms and conditions of the Ticket Exchange may specify certain tickets may not be sold on the Ticket Exchange and may only be returned to the RFU.
- 2.4.8 Each Transferor must keep a proper record of the individual numbers of all Ticket(s) transferred and/or sold by it and the name and address of any person or entity to which such Ticket(s) are supplied for a minimum of 2 years and must provide such information to us within 7 days of a written request for the same.

- 2.4.9 For the purposes of VAT only, any supply of a Ticket shall be treated as a supply made by the relevant Transferor on its own behalf and the relevant Transferor shall be liable to account for any applicable VAT on the sale or supply of Ticket(s) by it.
- 2.4.10 Sale of Ticket(s) made by persons and entities acting in the course of a trade, business or profession to a Consumer must comply with applicable laws including the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015.
- 2.4.11 Ticket(s) must be provided directly to the Transferee and not via a third party (other than a postal or delivery service provider or validly through the Ticket Exchange).
- 2.4.12 Each Transferor shall indemnify us against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by us as a result of any breach by a Transferee of these Terms or the Ground Rules. In the event that a Transferee breaches any of these Terms or the Ground Rules, both the Transferor and the Transferee shall each be held liable for such breach. This Section 2.4.12 shall not apply to Transferors that are Consumers.

2.5 Additional conditions applying to the transfer or sale of Ticket(s) by Eligible Entities

- 2.5.1 An Eligible Entity must not use its right to transfer Ticket(s) to a Member or a Sponsor as a means of circumventing (or the effect of which is the circumvention of) these Terms.
- 2.5.2 An Eligible Entity must ensure that neither it nor its agents use Ticket(s) as the sole or main incentive for any person or entity to become a Member or a Sponsor.
- 2.5.3 In respect of the transfer or sale of Ticket(s) to Sponsors:
 - (a) an Eligible Entity and its agents must not offer: (i) Ticket(s) to potential Sponsors before they have expressed an interest in becoming a Sponsor; or (ii) corporate hospitality (including Packages for Matches) to any potential Sponsor before they have signed a contract with the Eligible Entity to become a Sponsor;
 - (b) an Eligible Entity must not enter into a sponsorship arrangement with a person or an entity that is a Restricted Person or has been introduced to it by a Restricted Person unless it has obtained our prior written consent to do so;
 - (c) no Sponsor to whom Ticket(s) are transferred, other than a RFU Sponsor, will be permitted to use any Ticket as a prize or as part of any competition or promotional or other similar activity or as part of any Package or for any media purpose without our prior written approval in order, amongst other things, to preclude the possibility of such Sponsor "passing off" that it is an RFU Sponsor; and
 - (d) in the case of any agreement or arrangement or proposed agreement or arrangement which involves, or the effect of which, is the transfer or sale of Ticket(s) to a Sponsor, an Eligible Entity must ensure that: (i) each such supply arrangement is in writing and complete details of it are minuted in its records and made available for inspection by us and its Members upon request at any time; and (ii) the written agreement satisfies Sections 2.4.2, 2.4.3 and 2.4.5.

3. **Cancellation, Abandonment and Rescheduling**

- 3.1 If you are a Consumer: You do not have a right to cancel your purchase and claim a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3.2 We do not guarantee that a Match will take place at a particular time or on a particular date. We reserve the right to cancel, abandon and/or reschedule a Match to comply with the rules of the game of Rugby Union or where we otherwise need to do so. In such event:

3.2.1 If you are NOT an Eligible Entity and have purchased Ticket(s) from us or from an Eligible Entity

- (a) If a Match is cancelled or abandoned before kick-off and not rescheduled and you have purchased your Ticket(s) for that Match directly from us, you can apply to us for a refund within 30 days of the date on which the Match is cancelled or abandoned and we will refund the amount you have paid for your Ticket(s) (up to a maximum of the face value of the Ticket(s)) within 30 days of receipt of your refund application. If you have purchased your Ticket(s) from an Eligible Entity, you must contact that Eligible Entity to obtain your refund.
- (b) If a Match is abandoned before kick-off, and it is possible to reschedule the Match or the date of a Match is changed after you have purchased Ticket(s) for it, you will be entitled to Ticket(s) to attend the rescheduled Match or, if you are unable to attend the rescheduled Match you will be entitled to a refund of amount you paid for your Ticket(s) (up to a maximum of the face value of the Ticket(s)). In the event that an abandoned Match is rescheduled or we change the date of a Match, we will post a notice on the homepage of the Website notifying you of the process and deadline for obtaining Ticket(s) for the rescheduled Match or a refund.

3.2.2 If you are an Eligible Entity:

- (a) If a Match is cancelled or abandoned before kick-off and not rescheduled, you can apply to us for a refund within 21 days of the date on which the Match is cancelled or abandoned and we will refund the amount you have paid for any Ticket(s) you have purchased from us (up to a maximum of the face value of the Ticket(s)) within 30 days of receipt of your refund application. Within 7 days of receiving such refund you must provide each Transferee to whom you had sold Ticket(s) for such Match with a full refund of the price that such Transferee paid you for those Ticket(s).
- (b) If a Match is abandoned before kick-off, and it is possible to reschedule the Match or, the date of a Match is changed after you have purchased Ticket(s) for it, you will be entitled to Ticket(s) to attend the rescheduled Match or, if you are unable to attend the rescheduled Match you will be entitled to a refund of amount you paid for your Ticket(s) (up to a maximum of the face value of the Ticket(s)). In the event that an abandoned Match is rescheduled or we change the date of a Match, we will post a notice on the homepage of the Website notifying you of the process and deadline for obtaining Ticket(s) for the rescheduled Match or a refund. Within 7 days of receiving any refund you must provide each Transferee to whom you had sold Ticket(s) for such Match with a full refund of the price that such Transferee paid you for those Ticket(s).

4. Use of Ticket(s)

4.1 Every Ticket remains our property at all times.

4.2 Any person who enters the Ground including children (babes in arms may be permitted access with express authorisation from the RFU) must have a valid Ticket. Persons under the age of 15 must be accompanied by a responsible adult over the age of 18.

4.3 Admission to the Ground is by the entrance shown on the Ticket and cannot be guaranteed if the Ticket holder arrives less than 45 minutes before the advertised commencement or kick off time.

- 4.4 Your Ticket will entitle you to gain admission to the Stadium only after it has been validated by the control readers located at the appropriate turnstiles. You may be refused admission to the Stadium if your Ticket is not validated by such control readers.
- 4.5 If you leave the Ground before the end of the Match re-admission is at our discretion.
- 4.6 A Ticket entitles the Ticket holder, subject to compliance with these Terms and the Ground Rules, to admission to the Ground for the Match to which the Ticket relates and to occupy the seat referred to on the Ticket (or another seat in case the seat allocated to you is not available for reasons beyond our control) and no other entitlements. In particular, Ticket holders' access to the Ground is for the purposes of private enjoyment of the Match only and not for any commercial purpose.
- 4.7 Any person who enters the Ground is liable to be searched by a police officer or by our employees or agents for health and safety reasons and to ensure they are complying with these Terms and the Ground Rules in relation to items that cannot be brought into the Ground. We reserve the right to refuse admission to anyone who refuses to be searched.
- 4.8 Our Ground Rules contain a list of items that may not be brought into the Ground and a non-exhaustive list of reasons why we may refuse a Ticket holder admission to the Ground or eject a Ticket holder from the Ground.
- 4.9 Whilst in or around the Ground you must:
- 4.9.1 comply at all times with the Ground Rules (available at www.englandrugby.com/tickets);
 - 4.9.2 answer promptly and truthfully any question concerning your Ticket from our employees or agents or a member of the police; and
 - 4.9.3 not offer or distribute (either free or for sale) within the Ground any articles, materials, products or services of any nature nor conduct any charitable or other collection without our prior written authorisation.
- 4.10 Mobile telephones and other mobile devices are permitted within the Ground, provided that they are used for personal and private use only (which shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes). The capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes is strictly prohibited.
- 4.11 Whilst in or around the Ground you acknowledge that photographic images and/or video recordings and/or stills taken from those video recordings may be taken of you and may also be used, by way of example, in televised coverage of the Match or by us (or our commercial partners) for any purpose deemed reasonable by us, including, without limitation, for marketing, training or promotional purposes. Your entry into the Ground is confirmation that you have consented to such use of your image. If you are under 15 years of age either the parent, guardian or responsible adult who is accompanying you into the Ground shall be deemed to have provided consent on your behalf.
- 4.12 If you are under 16 years old, your parent(s) and/or guardian(s) are jointly responsible with you for your actions, conduct and compliance with these Terms.
- 4.13 Where a Ticket has been lost or stolen, you must notify us immediately and we shall, subject to ascertaining and verifying the circumstances in which you were in possession of the Ticket and of the loss or theft of the Ticket, issue you with a duplicate Ticket. If we issue you with a duplicate Ticket, the original Ticket will become automatically invalid.

5. Consequences of Your Breach

- 5.1 We reserve the right to: (i) cancel and withdraw any Ticket that has been acquired, purchased, transferred, or used in breach of these Terms and (ii) refuse admission to, or eject from, the Ground any person who fails to comply with these Terms or the Ground Rules.
- 5.2 We reserve the right in the case of any breach of these Terms and/or the Ground Rules, to exclude you from applying for and/or purchasing Ticket(s) and/or entering the Ground in future. In the case of Eligible Entities and Eligible Individuals we may remove all or part of your entitlement to a ticket allocation for future Matches or other benefits we provide to you and, in the case of Eligible Entities, we may impose a financial and/or other sanction on you.
- 5.3 If we exercise our rights pursuant to Sections 5.1 or 5.2, no refund or compensation will be paid. Our rights in Sections 5.1 and 5.2 are without prejudice to any other remedies we may have.

6. Limitation of Liability

6.1 If you are a Consumer:

- 6.1.1 the Ticket provided to you is only for your domestic and private use and you agree not to use the Ticket for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity;
- 6.1.2 if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time that you purchased the Ticket;
- 6.1.3 we shall not be responsible for any interruptions and/or restrictions to your view of the Match caused by virtue of: (i) the position of your seat where we have notified you before you acquired or purchased your Ticket that the seat has a restricted view; and/or (ii) the actions of players, Match officials or other spectators; and
- 6.1.4 except as otherwise set out in these Terms, and to the fullest extent permitted by applicable law, we shall have no liability in respect of any delay or failure to stage a Match or delay or failure to admit you to the Ground to view a Match or for anything else referred to in these Terms, caused by any circumstances outside of our reasonable control.

6.2 If you are NOT a Consumer:

- 6.2.1 we exclude any liability for loss, injury or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from our negligence or any other liability which cannot be excluded under applicable law;
- 6.2.2 we shall not be responsible for any interruptions and/or restrictions to your view of the Match caused by virtue of: (i) the position of your seat where we have notified you before you purchased your Ticket that the seat has a restricted view; and/or (ii) the actions of players, Match officials or other spectators;
- 6.2.3 except as otherwise set out in these Terms, and to the fullest extent permitted by applicable law, we shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms, including any delay or failure to stage a Match or delay or failure to admit you to the Ground to view a Match or for anything else referred to in these Terms, caused by any circumstances outside of our reasonable control; and
- 6.2.4 subject to Sections 6.2.1 to 6.2.3, our total liability in respect of our breach of these Terms and/or your use of a Ticket, whether in contract, tort (including negligence),

breach of statutory duty or otherwise, shall not in any event exceed the amount paid by you to us for the Ticket.

- 6.3 Notwithstanding any provision of these Terms, we do not seek to exclude or limit our liability: (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by our negligence or the negligence of any of our officers, employees or agents; or (iii) for any other matter for which it is not possible to exclude or limit liability by law.

7. Other Important Terms

- 7.1 By applying for and/or using a Ticket you consent to us processing your personal data in accordance with our Privacy Policy (available at <http://www.englishrugby.com/about-the-rfu/privacy-policy/> or as otherwise specified on the Website).

- 7.2 These Terms are between us and each person or entity to which Ticket(s) are sold, issued, or transferred from time to time. We shall be entitled to enforce these Terms against any person or entity that has acquired, held, sold, transferred or otherwise used or attempted to use Ticket(s).

- 7.3 We reserve the right to make changes to these Terms and the Ground Rules. Material changes will be notified to you by being put on display at the Ground and on the Website. Such changes will apply to Ticket(s) acquired or purchased after the date the changes are made.

- 7.4 The invalidity or partial invalidity of any provision of these Terms shall not prejudice or affect the remainder of these Terms, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 7.5 Any failure by us to exercise, or delay in exercising, any right, power or remedy provided by these Terms, the Ground Rules or by law shall not constitute a waiver of that right, power or remedy.

- 7.6 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and may subcontract or delegate in any manner any or all of our obligations under these Terms to any third party or agent. This shall not affect your rights under these Terms. You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under these Terms.

7.7 If you are a Consumer:

- 7.7.1 you have legal rights if we do not comply with our obligations in these Terms with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights.

- 7.7.2 please note that these Terms are governed by English law. This means that your use of the Ticket and any dispute or claim arising out of or in connection with it (including in relation to any non-contractual disputes or claims) will be governed by English law. You can bring legal proceedings in respect of these Terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.

7.8 If you are NOT a Consumer:

- 7.8.1 these Terms and any contractual or non-contractual dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. We and you hereby submit to the exclusive jurisdiction of the

Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Terms (including in relation to any non-contractual disputes or claims).

- 7.8.2 you confirm that you have authority to bind the entity on whose behalf you are applying for and/or using Ticket(s);
- 7.8.3 these Terms together with the Ground Rules constitute the entire agreement between you and us in relation to the purchase and use of Ticket(s) and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to the same; and
- 7.8.4 you confirm that you are not relying on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Ground Rules provided that nothing in this Section 8 shall exclude our liability for fraudulent misrepresentation.

8. Contacting Us

You can contact us about these Terms and Conditions by telephoning our customer service team at 020 8831 6666 or by contacting us via www.EnglandRugby.com/TicketHelp.