

PLEASE SIGN TWO COPIES OF THIS CONTRACT AND RETURN ONE COPY TO SCOTTISH RUGBY HOSPITALITY AT THE ADDRESS ABOVE, RETAINING THE OTHER COPY FOR YOUR OWN RECORDS.

YOUR BOOKING IS ONLY CONFIRMED ONCE THIS SIGNED BOOKING FORM AND FULL PAYMENT HAVE BEEN RECEIVED BY US.

BOOKING TERMS & CONDITIONS

1. Definitions

Unless the context requires otherwise, any reference in these terms and conditions to:

- 1.1. "Booking" means a booking made by you using a Booking Form for us to provide you with the Package;
- 1.2. "Booking Form" means the booking form setting out the details of your Booking and the Package to which these terms and conditions are attached;
- 1.3. "Charges" means the sums which you have agreed to pay in respect of the Package, as set out on the Booking Form;
- 1.4. "Clause" means the relevant clause of these terms and conditions;
- 1.5. "Client", "you" or "your" means the company, person or other legal entity making the Booking as set out on the Booking Form;
- 1.6. "Contract" means the contract between us and you in respect of the Package comprising these terms and conditions and the Booking Form;
- 1.7. "Event" means the rugby fixture or other event to be held at the Venue on the Event Date as set out in the Booking Form;
- 1.8. "Event Date" means the date of the Event, as set out on the Booking Form;
- 1.9. "Force Majeure Event" has the meaning given to it in Clause 10.1
- 1.10. "Guests" means any persons who are to receive the Package under this Contract, the number of which is set out in the Booking Form;
- 1.11. "Hospitality Area" means the Venue or part of the Venue where the pre-booked catering and bar services forming part of the Package are provided, as set out in the Booking Form;
- 1.12. "Scottish Rugby Hospitality", "we", "our" or "us" refers to Elior UK PLC trading as Scottish Rugby Hospitality, the official Hospitality Provider to Murrayfield Stadium or its successors or assignees;
- 1.13. "Package" means the supply of official event hospitality services including a ticket for the Event and the provision of pre-booked catering and bar services at the Venue in accordance with the package described in the Booking Form and any other services agreed in writing between you and us; and
- 1.14. "Venue" means Murrayfield Stadium and/or such other venue as may be used for or in connection with the provision of the Package.

2. The Contract

- 2.1. When you place a Booking by signing and returning a Booking Form, this constitutes an offer by you to purchase the Package specified in that Booking Form in accordance with the Contract.
- 2.2. No Booking will be considered to be accepted and this Contract will not be binding on us until we have received a signed Booking Form from you and the Charges have been paid to us by you in full and in accordance with Clause 7.
- 2.3. Please note that we will be entitled to refuse any Booking without giving any reason and without incurring any liability to you or any third party.
- 2.4. All description, representations, illustrations and other particulars furnished or made orally by us or in any trade literature or price lists issued by us are given for general information only and you agree that you are not entering into the Contract in reliance upon any such description, representation or other particular.
- 2.5. All content in or on our website and/or brochures (including pictures, designs, logos, text and other materials) are owned or controlled by or licensed to us. Copyright trademarks and other intellectual property rights protect all content and unauthorised use of this content is prohibited.
- 2.6. These terms and conditions will apply to and be incorporated into the Contract and will prevail over any inconsistent terms or conditions contained, or referred to, in any correspondence with you or documentation provided by you or implied by trade custom, practice or course of dealing. Your standard terms and conditions (if any) attached to, enclosed with or referred to in the Booking Form or otherwise will not apply to the Contract.
- 2.7. These terms and conditions are without prejudice and in addition to any terms and conditions set out on or referred to in any ticket issued to you or any Guest for the purpose of attending and identifying your seat at the Event. If there is any inconsistency, the ticket terms will take precedence. A copy of the ground rules for Murrayfield Stadium and relevant ticket terms (where the Event is a rugby fixture) can be found at www.scottishrugby.org and are available from the ticket office at Murrayfield Stadium. We strongly recommend that you check these.

3. Our Obligations

- 3.1. We will use reasonable endeavours to deliver the Package in accordance with this Contract.

4. Your Obligations and the Conduct of you and your Guests at the Event

4.1. You agree that you will:

- (a) co-operate with us in all matters relating to the Package and, in a timely manner, provide us with any information we may reasonably require to provide the Package to you and your Guests;
- (b) comply with all lawful and reasonable directions regarding the provision of the Package or the conduct of you or your Guests at the Venue which are communicated to you from time to time by us or our duly authorised representatives and you will ensure that your Guests are notified of those directions and will also comply with them at all times;
- (c) whilst in attendance at the Venue, comply and ensure that your Guests will comply with: (i) all health and safety laws and regulations and any other regulations; and (ii) any security, safety and other codes of practice or conduct applicable at the Venue and notified to you by or on behalf of us or the proprietor of the Venue. In particular spectators are not permitted to enter the field of play at any time, before, during or after the match period and any person doing so may be ejected from the ground and may be liable for prosecution;
- (d) not damage, nor permit any of your Guests to damage or deface the Venue in any manner whatsoever nor allow or permit a breach of the law;
- (e) not and will ensure that each Guest will not bring into the Venue or consume within the Venue any food or drink (whether alcoholic or otherwise) which has not been provided by us;
- (f) not and will ensure that each Guest will not bring into the Venue any dangerous chemicals, substances hazardous to health or machinery without our prior written consent;

- (g) not and will ensure that your Guests will not use the right to receive the Package under this Contract or the attendance at the Event as a prize in a lottery, competition or for any other promotional or advertising purposes unless expressly authorised in writing by us. Any ticket for the provision of the Package or attendance at the Event which is obtained in breach of this Clause 4.1(g) shall be void and we will have the right to confiscate that ticket, withhold the Package and deny access to or eject anyone from the Venue who has used that ticket to gain access to the Venue, all without the obligation to refund any sums paid by you or the person in possession of the ticket; and
- (h) not and will ensure that your Guests will not introduce or attempt to introduce any signage, company branding, product sampling or other publicity material into the Event or onto the Venue without our express prior written consent which may be withheld at our absolute discretion.
- 4.2. You acknowledge that smoking is prohibited within all parts of the Venue (including all areas of Murrayfield Stadium). Failure to comply with this prohibition is a criminal offence punishable by a fixed penalty fine. Due to safety regulations, neither you nor any Guest will be permitted to leave any Venue for the purposes of smoking and should you or any Guest do so it is likely that you or that Guest will be refused re-entry to the Venue. You undertake to notify your Guests of this prohibition and requirement.
- 4.3. Please note that we reserve the right to refuse admission to or eject from the Venue any person (including any Guests) whose conduct is likely to or is considered likely to:
- breach these terms and conditions;
 - cause damage to the Venue or its fixtures or contents or any other property within the Venue; or
 - cause offence or distress to any other person present at the Venue.
- 4.4. We reserve the right to refuse admission to the Venue to any person whose dress is not in keeping with the high standard of dress customary for those receiving the Package at the Venue. You acknowledge and agree that you and all Guests are expressly forbidden to wear team colours of any kind, denim clothing or sportswear when attending the Venue to receive the Package. You undertake to notify your Guests of this prohibition.
- 4.5. Admittance to the Venue for the purpose of receiving the Package is strictly by officially sanctioned invitations only and Guests will only be permitted entry to the Venue during such times as are indicated on such invitations.
5. Guests
- 5.1. You acknowledge and agree that:
- your Booking is limited to the number of Guests identified in the Booking Form and that if you wish any additional persons to receive the Package, their attendance at the Venue and the provision of any services to them will be subject to the terms of a separate contract. To be clear, we will not be liable to provide the Package in respect of any guests who attend the Venue in excess of the number of Guests identified in the Booking Form; and
 - if the number of Guests who actually attend the Venue to receive the Package is less than that identified on the Booking Form, you will not be entitled to a refund of any sums paid to us under the Contract.
- 5.2. Without limiting any of your obligations set out in Clause 4 or elsewhere in the Contract, where you have placed the Booking in respect of Guests, you agree to be fully responsible for the conduct of all Guests and ensure that they comply with these terms and conditions (where relevant) and any rules, regulations and directions notified to you by or on behalf of us or the proprietor of the Venue. In particular, you and your Guests acknowledge and agree to comply with Clauses 4.1(b), 4.1(c), 4.1(d), 4.1(e), 4.1(f), 4.2 and 4.3. You acknowledge and agree that any breach of these terms and conditions by any Guest will be deemed to be a breach of these terms and conditions by you and we will be entitled to take action accordingly against you.
6. Car Parking
- 6.1. No car parking spaces will be made available to you or your Guests at the Venue unless agreed by us in advance and details of the relevant vehicles are notified to and accredited by us prior to the Event Date. Any parking spaces at the Venue which are allocated to you or any Guest are allocated personally to you or that Guest and cannot be sold, transferred or assigned to or used by any other person.
- 6.2. In the interest of safety, drivers of accredited vehicles must ensure vehicles are parked at the Venue at least 90 minutes before the Event and must park in the areas of the car park designated on their invitations. Vehicles not parked in designated areas will be removed and drivers could face a fine of up to £150 and the imposition of such a fine will be outside our control. Vehicles will be parked at the Venue at the owner's risk and we will not be responsible or liable for any loss of or damage to vehicles or their contents. You and your Guests are advised to take out your own insurance cover to cover such risks and associated costs.
- 6.3. Parking accreditation does not entitle the holder, unless otherwise specified, to any particular space in the car park at the Venue. Accreditation must be displayed upon entrance to the car park for which it relates and to any of our representatives carrying out stewarding or associated duties, when requested.
7. Payment
- 7.1. Full payment of the total Charges is required within 14 days following our receipt of a signed Booking Form.
- 7.2. Your booking is only confirmed once the signed booking form and full payment of the total Charges is received by us.
- 7.3. The Charges paid are non-refundable (except as set out in Clause 8).
- 7.4. You will pay all Charges under this Contract in pounds sterling and any cheques should be made payable to Elixir UK PLC.
8. Cancellation
- 8.1. If you wish to cancel a confirmed Booking, you must notify us of cancellation in writing. In these circumstances, we will not provide a refund to you of any Charges which you have paid to us.
- 8.2. We will use our reasonable endeavours to re-sell any Package comprising the Booking which you cancel. If the Package comprising your Booking is re-sold to any third party by us, we will repay to you 75% of the third party invoice value received by us in respect of the re-sale.
- 8.3. We will notify you if the Event is cancelled and is not rearranged. In that case, we will reimburse you with any Charges already paid to us in respect of the Package and no further Charges will be payable by you.
- 8.4. If the Event is rearranged to take place on another date, we will notify you and the Package will be provided on the date on which the Event takes place. No refund will be given in respect of any Charges paid (except at our sole discretion) and we will not be liable in any way whatsoever as a result of or in connection with the rearrangement of the Event provided that the rearrangement is made on reasonable grounds. You are advised to take out and maintain your own insurance to cover these risks and associated costs.
- 8.5. We will be entitled to cancel a Booking if:
- any authority with power to prohibit access denies access to the Venue; or
 - we can not provide the Package in accordance with the Contract due to any Force Majeure Event (as defined in clause 10).
9. Our Liability
- 9.1. All warranties, conditions and other terms which are not expressly stated in the Contract (including, without limitation, those implied by statute or common law) are, to the fullest extent permitted by law, excluded from the Contract.

9.2. Nothing in these terms and conditions limits or excludes our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation; or
- (c) any liability to the extent that it cannot be excluded or limited by law.

9.3. Subject to Clause 9.2:

- (a) we will not be liable under or in connection with the Contract or the provision of the Package for any losses or damages which were not reasonably foreseeable by us at the time of entering into this Contract, loss of profits, loss of business, loss of goodwill, loss of contract, loss of anticipated savings or any similar losses, whether arising from breach of contract or delict/tort or negligence or breach of statutory duty or in any other way; and
- (b) our liability under or in connection with the Contract or the provision of the Package, whether arising from delict/tort or negligence or breach of statutory duty or in any other way, will be limited to a sum equal to the Charges in aggregate. You are advised to take out your own insurance cover to cover any risks and associated costs incurred by you in excess of a sum equal to the Charges in aggregate.

9.4. Any and all property or personal belongings brought into any Venue by you or any Guest will be at your or the relevant Guest's sole risk. We will not be responsible or liable for any damage to or loss of any property or personal belongings of you or any Guest however that loss or damage is caused except where that damage or loss is caused by our negligence or other breach of duty.

9.5. If delivery of the Package is prevented or delayed or otherwise hindered in any way by any act or omission of you or any Guest, we will not be liable for any costs, charges, losses or expenses incurred by you or any Guest as a result of such non-performance or delay.

10. Events Beyond Our Reasonable Control

10.1. We will not be liable for any delay in performing or failure to perform our obligations under the Contract as a result of any cause or circumstances beyond our reasonable control ("Force Majeure Event") (including, without limitation, war, act of terrorism, riot, malicious damage, fire, explosion, storm, flood, act of God, accident, epidemic, pandemic, shortage of labour, strikes, lockout or industrial disputes, or any statute, byelaw, order, regulation or requisition made or issued by any Government department or local or other duly constituted authority). You are advised to take out your own insurance cover to cover any such risks and associated costs.

11. General

11.1. We may assign, transfer or otherwise delegate the Contract or any of our rights or obligations under the Contract to any third party at any time without your consent. You may not assign, transfer or otherwise delegate the Contract or any of your rights or obligations under the Contract to any third party without our prior written consent.

11.2. We reserve the right to vary the Package or the Venue or Hospitality Area, provided that an appropriate alternative is provided. We will notify you through whatever means possible (including email, fax or post) of any variation of the Package or Venue or Hospitality Area no later than 48 hours prior to the date of the Event. We will not be liable for any additional costs incurred by you or any Guest which arise from or in connection from any variation of the Package or Venue or Hospitality Area including, without limitation, travel and accommodation costs.

11.3. This Contract can only be amended if the amendment is in writing and signed by or on behalf of both us and you.

11.4. No failure or delay by either party to exercise any right or remedy provided under the Contract is to constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy is to preclude or restrict the further exercise of that (or any other) right or remedy.

11.5. If any provision of the Contract is or becomes illegal, invalid or unenforceable in any jurisdiction, that does not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of the Contract; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of the Contract.

11.6. Nothing in the Contract is intended to or is to operate to create a partnership or joint venture of any kind between us and you or to authorise you to act as our agent. You will not have authority to act in our name or on our behalf or otherwise to bind us in any other way.

11.7. This Contract will be governed by and construed in accordance with the law of Scotland and both parties agree to submit to the exclusive jurisdiction of the Scottish Courts as regards any claim, dispute or matter arising out of or in connection with the Contract or its implementation or effect.

11.8. To allow us to address any concerns in a timely manner, any comments or complaints must be made by you in writing, and sent to Scottish Rugby Hospitality, Murrayfield Stadium, Edinburgh, EH12 5PJ.

