



## THE SCOTLAND SUPPORTERS CLUB TERMS AND CONDITIONS OF MEMBERSHIP



- The Scotland Supporters Club (“Supporters Club”) is organised by The Scottish Football Association Limited, a company registered in Scotland and having its registered office at Hampden Park, Glasgow G42 9AY with company number SC005453 (the “Scottish FA”). Membership of the Supporters Club is governed by these terms and conditions (the “Terms and Conditions”) which set out the terms of the contract between Members and the Scottish FA. If Members do not comply with these Terms and Conditions their membership of the Supporters Club may be suspended or terminated.
- Please read these Terms and Conditions carefully and make sure you understand them before completing the Online Application to join the Supporters Club or renewing your Membership. By completing the Online Application on our website, you agree to be bound by these Terms and Conditions and any other documents expressly referred to within these Terms and Conditions, including.
  - the **Scottish FA’s Website Use Terms and Conditions** (<https://www.scottishfa.co.uk/terms-conditions/>);
  - the **Scottish FA’s General Privacy Policy** (<https://www.scottishfa.co.uk/privacy-notice/>); and
  - the **Scotland Supporters’ Club Privacy Policy at tickets.scottishfa.co.uk** which sets out how we use and protect the information that you provide to us, all of which apply in addition to these Terms and Conditions and may be updated from time to time.
- If you have any questions regarding these Terms and Conditions or how your personal data will be used, please contact [supporters@scottishfa.co.uk](mailto:supporters@scottishfa.co.uk).

### DEFINITIONS

In the Terms and Conditions the following terms shall have the following meanings:

“Accompanying Adult” means an individual aged 18 years or older, including but not limited to an Adult Member or a Senior Member;

“Adult Member” means an individual aged between 16 years and 64 years with legal capacity to apply for and who has paid the appropriate Membership Renewal Fee or Membership Joining Fee and has had his/her Online Application or for Membership accepted by the Scottish FA to become a Member of the Supporters Club in accordance with these Terms and Conditions;

“Away Match(es)” means any International Match played outwith Scotland;

“Bonus Loyalty Point” means a Loyalty Point awarded to each Member who has renewed his/her Membership for the last three (3) consecutive Membership Periods (from Membership Period 2012/2013 to Membership Period 2016/2017 inclusive);

“the Board” means the board of directors of the Scottish FA from time to time;

“Cancellation Period” shall have the meaning ascribed to it in Clause 29 below;

“Chief Executive” means the Chief Executive of the Scottish FA appointed by the Board from time to time;

“Member Code of Conduct” means the code of conduct with which each Member is required to comply, more specifically narrated in Clause 16 and Clause 17 below;

“Contract” has the meaning given to that term in Clause 4;

“Full International Team” means the men’s association football team chosen to represent the Scottish FA at the highest international level;

“Home Match(es)” means any International Match played within Scotland;

“Image” means an appropriate photograph of the Member from which the Member can be identified, such as a passport style photograph (or equivalent) which is uploaded as part of the Online Application as detailed in Clause 28;

“International Match(es)” means any international association football match or matches involving the Full International Team whether a Home Match or an Away Match;

“Junior Member” means an individual aged 15 years or under who has paid the appropriate Membership Renewal Fee or Membership Joining Fee and has had his/her Online Application for membership accepted by the Scottish FA to be a Member of the Supporters Club in accordance with these Terms and Conditions;

“Loyalty Points” means points that may be awarded to Members by the Scottish FA on Membership Renewal and on attendance at any International Match;

“Match Venue” means a venue within Scotland which hosts an International Match;

“Member” means a member of the Supporters Club, being an Adult Member, Senior Member or Junior Member, as appropriate;

“Membership” means membership of the Supporters Club;

“Membership Card” means the card issued to Members by or on behalf of the Scottish FA for the duration of the Membership Period. This card will contain the Image and will be used for identification purposes;

“Membership Renewal Fee” means the sum of money (inclusive of Value Added Tax) specified in Appendix 1, required to be paid to secure continued membership of the Supporters Club for the Membership Period;

“Membership Joining Fee” means the sum of money (inclusive of Value Added Tax) specified in Appendix 1, required to be paid to become a Member of the Supporters Club for the Membership Period;

“Membership Period” means the twenty four (24) month period for membership of the Supporters Club, as prescribed by the Scottish FA from time to time. At the date of issue of the Terms and Conditions (January 2018), the Membership Period will be as specified in Clause 9;

“Membership Renewal” means the renewal of Membership of the Supporters Club from one Membership Period to the next consecutive Membership Period via an Online Application;

“Online Application” means the method for any person to make an application to renew or join the Supporters Club at [tickets.scottishfa.co.uk](https://tickets.scottishfa.co.uk) or such other Website address as may be notified by the Scottish FA from time to time;

“Scottish FA” means the Scottish Football Association Limited, a company incorporated in Scotland under the Companies Acts with the registered number SC005453 and having its registered office at Hampden Park, Glasgow G42 9AY;

“Senior Member” means an individual aged 65 years and over with legal capacity to apply for and who has paid the appropriate Membership Renewal Fee or Membership Joining Fee and has his/her Online Application for membership accepted by the Scottish FA to become a Member of the Supporters Club in accordance with these Terms and Conditions;

“Ticketing & Membership Operations Team” means the team available to assist Members with general enquiries which can be contacted on the enquiry line offered to Members on the numbers 0141 616 6123/6196/6198 or by emailing supporters@scottishfa.co.uk;

“Supporters Club” means the Scotland Supporters Club organised by the Scottish FA, which Members belong to by virtue of agreeing to these Terms and Conditions, paying the Membership Renewal Fee or Membership Joining Fee and having their Online Application accepted by the Scottish FA;

“Terms and Conditions” means the terms and conditions applicable to the membership of the Supporters Club as specified hereunder;

“Ticket(s)” means a ticket giving a right to attend any International Matches purchased by Members in accordance with these Terms and Conditions and the Ticket Terms and Conditions;

“Ticket Terms and Conditions” means the relevant terms and conditions which govern the Member’s purchase of Tickets which will be provided to Members on purchase; and

“Website” means the website and ticketing system used by the Scottish FA to facilitate Membership applications, Membership Renewals and the sale of Tickets available at tickets.scottishfa.co.uk or such other website as may be notified by the Scottish FA to the Member from time to time.

#### GENERAL TERMS OF MEMBERSHIP

1. The Scottish FA shall supply the Membership Card to the Member in accordance with these Terms and Conditions. As part of the application process, Members will be required to provide an Image to the Scottish FA.
2. Only individuals can become Members of the Supporters Club.
3. The Scottish FA will issue an email confirming acceptance of an application of a Member who has submitted their application using the Online Application process and has been accepted and payment of the Membership Renewal Fee or Membership Joining Fee has been authorised. Acceptance of an application for Membership shall be at the absolute discretion of the Scottish FA.
4. Once the Member’s application has been confirmed by the Scottish FA and the Membership Renewal Fee or Membership Joining Fee, as well as the Image having been processed by the Scottish FA, a binding contract will be formed between the Member and the Scottish FA for provision of Membership based on these Terms and Conditions (the “Contract”).
5. A Member will be awarded one Loyalty Point for the renewal of a Membership. A Loyalty Point for Membership Renewal will only be awarded to a Member who has renewed his/her membership before midnight on 31 March 2018. All Loyalty Points awarded for Membership Renewal will expire on 31 December 2019.
6. A Bonus Loyalty Point will be awarded to a Member who has renewed his/her Membership before midnight on 31 March 2018. All Bonus Loyalty Points will expire on 31 December 2019.
7. The award of all Loyalty Points and Bonus Loyalty Points is at the absolute discretion of the Scottish FA. Loyalty Points and Bonus Loyalty Points may not become active until up to two (2) weeks after the Contract

has been formed and, as a consequence, may not be considered for any other International Matches or Home Matches within this period.

8. The Membership Card will be received by the Member by post within 30 days of the Contract being entered into. The Scottish FA will do everything that it reasonably can to meet these delivery dates. In the case of unforeseen circumstances beyond the reasonable control of the Scottish FA, the Scottish FA will contact the Member to provide information on a new dispatch date for the Membership Card. The Scottish FA cannot accept any liability for late or failed delivery.
9. Irrespective of when the Contract is entered into, the Membership Period will be 1 January 2018 until 31 December 2019 inclusive.
10. Applications for a Junior Membership will only be accepted if directly linked to an application for an Adult Membership or Senior Membership who is responsible for the Junior Member, who has previously been accepted as a Member of the Supporters Club during the Membership Period. It is a condition of membership that a Member acknowledges and agrees to abide by these Terms and Conditions.
11. Applications to become a Junior Member, Adult Member or Senior Member must only be made by (or on behalf) of a prospective Member who meets the age requirements which apply to the type of Membership applied for.
12. For the avoidance of doubt, any Member or prospective Member found not to meet the age requirements applicable to the type of membership that he/she has applied for or has obtained (as applicable) will: (i) have his/her Membership terminated by the Scottish FA immediately with no refund of the Membership Renewal Fee or Membership Joining Fee; and (ii) have any future Membership application(s) refused.
13. Any Member found to have supplied false and/or misleading information in his/her application form will have his/her Membership terminated by the Scottish FA immediately with no refund of the Membership Renewal Fee or Membership Joining Fee.
14. Transfer of Membership of the Supporters Club from one Member to a third party is at the absolute discretion of the Scottish FA. Members wishing to transfer Membership to a third party should contact [supporters@scottishfa.co.uk](mailto:supporters@scottishfa.co.uk) in the first instance, providing information relating to the proposed transfer of Membership. The Scottish FA shall be entitled to charge a reasonable administration fee in respect of any approved Membership transfers.
15. All Membership transfers are subject to the incoming Member's acceptance of these Terms and Conditions.

#### MEMBER CODE OF CONDUCT

16. Members are regarded by the Scottish FA as ambassadors for the Supporters Club. Members are required to conduct themselves in a manner befitting this status when travelling to and attending any International Match. Drunkenness, foul, insulting, offensive or abusive language or behaviour, racist, discriminatory or sectarian behaviour, remarks, songs, chants, banners or displays; and the promotion or endorsement of any political organisation are not permitted within a Match Venue or at any International Match.
17. Members shall not upload any illegal or unlawful materials to the Website, including materials that: (i) defame other persons; (ii) wilfully promote hatred against any identifiable group or individual; or (iii) infringe the copyright, trade secret or other intellectual property rights of any person.
18. The Scottish FA reserves the right, in its absolute discretion, to refuse membership to the Supporters Club or terminate or suspend the Membership of any existing Member who has: (a) been convicted in the United Kingdom or elsewhere of any football related offence or any other offence involving conduct which in the opinion of the Scottish FA is not conducive to the promotion of football or which may bring the Scottish FA

and the Supporters Club into disrepute; (b) received a football banning order; (c) not collected their Away Match Tickets in accordance with Clause 57 below; (d) sold or transferred tickets to a third party in breach of these Terms and Conditions; (e) is in breach of any provision contained in these Terms and Conditions, including Clause 10; and (f) is in breach of the Members' Code of Conduct.

19. The Scottish FA may take such action, as it considers appropriate in relation to the membership of a Member. In particular, the Scottish FA may suspend or terminate the membership of any Member considered to have breached these Terms and Conditions by giving such Member notice in writing of such suspension or termination.
20. The Scottish FA does not tolerate threatening behaviour, foul or abusive language or unacceptable or unreasonable behaviour towards its staff members or representatives whether delivered online, by email, by telephone, during Home Matches or International Matches or by any other means. The Scottish FA may take such action as it considers appropriate, in its sole discretion, including the suspension or termination of membership, in relation to any Member or incident of unacceptable behaviour.
21. Decisions of the Scottish FA shall be final and binding in all respects.
22. Standing is FORBIDDEN in seated viewing areas.
23. The Match Venue authorities may operate CCTV cameras and body worn cameras in and around the Match Venue(s) which monitor and record images for the purposes of safety and crime prevention. Information notices will be displayed at Match Venues and Away Matches where CCTV and/or body worn cameras are in operation.

#### MEMBERSHIP CARDS

24. A Member will be required to exhibit his/her Membership Card to the Scottish FA, or any person acting on its authority, on demand.
25. The Membership Card shall remain the property of the Scottish FA and must be returned to the Scottish FA on demand.
26. The Membership Card must be returned to the Scottish FA in the event of the membership being terminated for any reason or the Member resigning his/her membership of the Supporters Club.
27. If a Membership Card is lost, damaged or a replacement is required to be re-issued due to the card being illegible for identification purposes, the Scottish FA reserves the right, in its absolute discretion, to charge the Member a fee of £5 for a replacement card (inclusive of posting and packaging).
28. Images provided by Members must not include objects or other people and must be a true likeness of the Member facing forward looking straight at the camera without anything covering or obscuring the face.

#### MEMBERSHIP CANCELLATION

29. The Member has the right to cancel their Membership within 14 days without giving any reason from the date of the Contract (the "Cancellation Period").
30. To exercise the right to cancel, the Member must inform the Scottish FA of his or her decision to cancel their Membership by a clear statement (for example a letter sent by post or email). The Member may use the model cancellation form attached at Appendix 2, but it is not obligatory. To meet the cancellation deadline, it is sufficient for the Member to send his or her communication concerning the right to cancel before the Cancellation Period has expired.

31. If the Member cancels their Membership within the Cancellation Period, the Scottish FA will reimburse to the Member all payments received from the Member, including the costs of delivery. The Scottish FA shall make the reimbursement no later than 14 days after the date during the Cancellation Period on which the Scottish FA is informed of the Member's decision to cancel the Contract.
32. If the Member requested to use their Membership during the Cancellation Period, the Scottish FA may charge an amount to the Member which is in proportion to the Membership benefits provided until the Member has communicated its cancellation of the Contract, in comparison with the full coverage of this Contract.
33. A Member may cancel his or her membership at any time after the Cancellation Period by returning his Membership Card with a clear statement of the intention to cancel. It will be in the Scottish FA's sole discretion to offer any refunds in these circumstances.

#### HOME MATCHES

34. Purchases of Tickets for Home Matches by Members shall be governed by the Ticket Terms and Conditions.
35. Each Member will be invited to purchase one (1) Ticket, subject to availability, for his/her own personal use for any Home Match. A Junior Member can only apply for a Ticket for a Home Match, if an eligible Accompanying Adult also applies for a Ticket for the same Home Match.
36. Members are able to apply for Tickets for themselves and other Members (using the friends and family facility) in the same booking, provided that overall each Member only applies for one (1) Ticket. Members must ensure that they have secured the consent of fellow Members and notified those Members of these Terms and Conditions.
37. Members shall only be able to exercise their invitation to purchase a Ticket for a Home Match for an exclusive period notified by the Scottish FA to its Members. Any Tickets remaining after this period will be made available to the general public.
38. A Member may be awarded one Loyalty Point for attendance at a Home Match. The award of a Loyalty Point is at the absolute discretion of the Scottish FA. Loyalty Points will only be awarded by the Scottish FA for Tickets purchased directly from the Scottish FA. Loyalty Points shall not be awarded for Tickets purchased from any other vendors or sources. Loyalty Points may not become active until up to two (2) weeks after the Home Match has taken place and, as a consequence, may not be considered for any other International Match within this period.
39. For Home Matches the Scottish FA reserves the right, in its absolute discretion, not to invite Members to purchase a Ticket or to refuse or restrict applications for multiple Tickets.
40. For Home Matches, Tickets will be issued to applicant Members on the basis as determined by the Chief Executive, in his absolute discretion, and as notified to Members from time to time, and subject to the Ticket Terms and Conditions.
41. The issue of Tickets for all matches is subject to availability. The means of allocation of Tickets shall be determined by the Scottish FA from time to time in its absolute discretion.
42. In the event of an over-subscription of demand for Tickets to attend a Home Match, the Scottish FA will allocate Tickets to Members with the most Loyalty Points (from January 2018). If the number of Members on equal Loyalty Points is more than the number of Tickets remaining, Tickets will be distributed on a "first come, first served" basis by reducing Loyalty Points' levels until all remaining Tickets are allocated.
43. The Scottish FA is under no obligation to replace any Tickets that are lost or stolen.

44. Junior Members will not be admitted to any International Match without being accompanied by an Accompanying Adult.
45. The Scottish FA may, on instruction from any regulatory body, authority or association, relocate a Member to an alternative seat for any International Match. Reasonable efforts will be made by the Scottish FA to provide a comparable seat for the Member in these circumstances and the Scottish FA shall contact the relevant Member in relation to changing their seating arrangements. Requests from Members to relocate his or her seats are at the absolute discretion of the Scottish FA.

#### AWAY MATCHES

46. Purchases of Tickets for Away Matches by Members shall be governed by the Ticket Terms and Conditions.
47. Each Member will be invited to purchase, subject to availability, one (1) Ticket for his/her own personal use for any Away Match. A Junior Member can only apply for a Ticket for an Away Match, if an eligible Accompanying Adult also applies for a Ticket for the same Away Match.
48. Members may be awarded two Loyalty Points for attendance at an Away Match. The award of Loyalty Points is at the absolute discretion of the Scottish FA. Loyalty Points will only be awarded by the Scottish FA for Tickets purchased directly from the Scottish FA. Loyalty Points shall not be awarded for Tickets purchased from any other vendors or sources. Loyalty Points may not become active until up to two (2) weeks after the Away Match has taken place and, as a consequence, may not be considered for any other International Match within this period.
49. In the event of an over-subscription of demand for Tickets to attend an Away Match, the Scottish FA will allocate Tickets to Members with the most Loyalty Points (from January 2018). If the number of Members on equal Loyalty Points is more than the number of Tickets remaining, Tickets will be distributed on a "first come, first served" basis by reducing Loyalty Points' levels until all remaining Tickets are allocated.
50. Any person, not being a Member, will not be invited, nor entitled, to apply for a Ticket for an Away Match.
51. The Scottish FA reserves the right, in its absolute discretion, to refuse an allocation of Tickets from any other national football association for Away Matches for any reason including, without limitation, on grounds of safety and security.
52. Tickets will be issued for Away Matches at the absolute discretion of the Scottish FA. The Scottish FA reserves the right, in its absolute discretion, not to invite Members to purchase a Ticket or multiple Tickets or to refuse or restrict applications for Tickets or multiple Tickets for Away Matches.
53. Tickets will be issued to applicant Members for Away Matches on the basis as determined by the Chief Executive in his absolute discretion, and as notified to Members from time to time, subject to the Ticket Terms and Conditions under which the Away Match is being played.
54. Members shall be responsible for arranging their own travel and accommodation to attend Away Matches.
55. The issuing of an Away Match ticket is conditional on each Member producing to the Scottish FA copies of valid travel documentation as may be requested by the Scottish FA from time to time.
56. It may be necessary from time to time for a Member to collect their Ticket for an Away Match locally in the city where the Away Match is taking place. The Scottish FA will advise the Members where to collect their Tickets in advance of the match kick off time and they will be asked to present their Membership Card or a valid Passport for identification purposes before a Ticket will be issued.

57. If a Member does not collect their Ticket for an Away Match and does not advise the Scottish FA, or such person authorised by the Scottish FA, prior to the match kick off time that he/she will not collect their Ticket nor attend the Away Match, that Member's membership to the Supporters Club may be suspended or terminated by the Scottish FA forthwith with no refund of the Membership Renewal Fee or Membership Joining Fee nor match ticket price.
58. For Away Matches, all ticket cancellations must be received by the Scottish FA in writing before the Away Match has kicked off. In this event, a refund of the match Ticket price will only be issued if the Scottish FA is successful in selling the ticket to another Member.
59. Tickets are issued by the Scottish FA for use by the named Member only. Members are expressly prohibited from disposing of, re-selling, posting on social or retail websites for re-sale, or transferring any tickets that have been allocated to them. Failure to comply with this obligation may result in the membership being suspended or terminated as determined by the Scottish FA, in its absolute discretion.
60. The Scottish FA is under no obligation to replace any Tickets that are lost or stolen.

#### MAKING PAYMENT

61. A Member will be required by the Scottish FA to submit the Membership Renewal Fee or Membership Joining Fee by credit or debit card to the Scottish FA or to such third party so authorised by the Scottish FA. The following credit or debit cards shall be valid for payment of the Membership Renewal Fee or Membership Joining Fee: Visa, Visa Debit, Visa Electron, MasterCard and Maestro. A Member will be required to submit in advance payment for an International Match ticket.
62. The Membership Renewal Fee or Membership Joining Fee will only be refunded as the Scottish FA determines in its absolute discretion from time to time, in accordance with these Terms and Conditions. If the Member defaults in payment of any amount due to the Scottish FA, the Scottish FA reserves the right, in its absolute discretion, to refuse, suspend or withdraw membership to the Supporters Club until the payment is made in full and/or not to issue Tickets until payment is made in full. During this period, any rights and entitlements of the Member relating to the Supporters Club are suspended.
63. Credit/debit cards will be charged immediately on the Scottish FA's receipt of the Member's application. Your payment details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of the Online Application.

#### GENERAL

64. A copy of these Terms and Conditions shall be provided to each Member with the Scottish FA's confirmation of their Membership to the Supporters Club.
65. Each of the paragraphs of these Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
66. The failure of the Scottish FA to exercise or enforce any right conferred on the Scottish FA by these Terms and Conditions shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement of any right, power or remedy available to the Scottish FA at that time.
67. The Scottish FA may revise these Terms and Conditions from time to time. Every time the Member renews their Membership the Terms and Conditions in force at that time will apply to the Contract between the Scottish FA and the Member. The current copy of the Terms and Conditions in force can be found at [tickets.scottishfa.co.uk](http://tickets.scottishfa.co.uk).



68. These Terms and Conditions shall be governed by and construed in accordance with the Laws of Scotland any disputes that may arise will be subject to the non-exclusive jurisdiction of the Scottish Courts.

#### ENQUIRIES

69. For all enquiries, please contact the Ticketing & Membership Operations Team at [supporters@scottishfa.co.uk](mailto:supporters@scottishfa.co.uk). Please note that the helpline offered by the Ticketing & Membership Operations Team is for general queries. In all other cases, to purchase a Scotland Supporters Club Membership, the Online Application facility on the website must be used.

## APPENDIX 1

### TABLE OF CHARGES

#### **Adult Members**

Membership Fee - £35

#### **Senior Members**

Membership Fee - £20

#### **Junior Members**

Membership Fee - £5

*No postage or fulfilment charges apply*

To: The Scottish Football Association, Hampden Park, Glasgow, G42 9AY. Email: supporters@scottishfa.co.uk.

I/We [\*] hereby give notice that I/we [\*] cancel my/our [\*] membership of the Scotland Supporters Club.

Ordered on: Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

Date:

[\*] delete as appropriate