



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. Please read these Terms and Conditions now.

If Members do not comply with these Terms and Conditions their membership of the Supporters Club may be suspended or terminated.

Please note that the use of the Website to make an Online Application is governed by the Scottish FA's Website Use Terms and Conditions and Privacy Policy, both of which can be found on the home page of the Scottish FA's Website (www.scottishfa.co.uk) and apply in addition to these Terms and Conditions.

DEFINITIONS

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

"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 Fee and has had his/her Online Application or Telephone Application for membership accepted by the Scottish FA to become a Member of the Supporters Club in accordance with these Terms and Conditions;

"Accessible Area" means a designated area of the National Stadium where concessions are available for Members with a disability;

"Adult" means an individual aged 16 years or older;

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

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

"Campaign Period;" means all International Matches (competitive and friendly matches) planned to take place during the Membership period;

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

"Child" means an individual aged 15 years or younger;

"Contract" has the meaning given to that term in Clause 7;

"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 at the National Stadium or other venue of equivalent size within Scotland;

"Image" means an appropriate photograph of the Member from which the Member can be identified, such as a passport photograph (or equivalent) as detailed in Clause 26;

"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 Fee and has had his/her Online Application or Telephone Application for membership accepted by the Scottish FA to be a Member of the Supporters Club in accordance with these Terms and Conditions;

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

“Membership”	means membership of the Supporters Club;
“Membership Card”	means the card which is issued to Members by or on behalf of the Scottish FA for the duration of the Membership Period. This card will be used for identification purposes;
“Membership Fee”	means the sum of money (inclusive of Value Added Tax) specified in Appendix 1, required to be paid to secure membership of the Supporters Club for the Membership Period together with any Postage and Fulfilment charges which are applicable for delivery of the Membership Card and the Membership Pack as set out in Appendix 1;
“Member’s Pack”	means goods and promotional offers exclusive to Members offered by or on behalf of the Scottish FA;
“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 (July 2016), 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;
“National Stadium”	means the entire premises of Hampden Park, Glasgow, G42 9BA including all areas that require a Ticket to gain access, as well as the immediate vicinity of such areas;
“Online Application”	means the method for any person to make an application to renew or join the Supporters Club at tickets.scottishfa.co.uk or such other Website address as may be notified by the Scottish FA from time to time;
“Partner(s)”	means a sponsor and/or partner of the Scottish FA whose services and/or information may be relevant to Members;
“Points”	means points that may be awarded to Members by the Scottish FA on attendance at any Away Matches in accordance with Clause 47;
“Postage and Fulfilment”	means the fees for postage and delivery of the Membership Card and Member’s Pack, as detailed in Appendix 1;
“Price”	means the relevant price for Supporters Club membership set out in Appendix 1;
“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 Fee and has his/her Online Application or Telephone Application for membership accepted by the Scottish FA to become a Member of the Supporters Club in accordance with these Terms and Conditions;
“Supporters Centre”	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;
“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 Fee and having their Online Application or Telephone Application accepted by the Scottish FA;
“Telephone Application”	means the telephone line used by the Scottish FA to facilitate Ticket bookings, available at 0844 875 1873 or such other telephone number as may be notified by the Scottish FA to the Member from time to time. Calls to this number may be monitored for training and quality assurance purposes and will cost 7p per minute plus your provider’s access charge;
“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;
“Website”	means the website 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; and
“Working Days”	means Monday to Friday, except on days which are bank holidays in Scotland.

GENERAL TERMS OF MEMBERSHIP

1. The Scottish FA shall supply the Membership Card and the Member’s Pack to the Member in accordance with these Terms and Conditions.
2. Only individuals can become Members of the Supporters Club.
3. If the Member has submitted their application using the Online Application process, or where an email address has been provided by a Member using the Telephone Application process, the Scottish FA will issue an email confirming acceptance of an application immediately after the Member’s application has been accepted and payment of the Membership Fee has been authorised.
4. In the case of Telephone Applications where an email address has not been provided by the Member, the Scottish FA will provide confirmation of acceptance of an application by post which will be issued within 3 Working Days after the Member’s application has been accepted and payment of the Membership Fee has been authorised.
5. As part of the application process, new Members will be required to provide an Image to the Scottish FA. Renewing Members may also wish to submit a new Image to the Scottish FA. For Online Applications, Members shall upload their Images via the Website. For Telephone Applications, Members shall send Images to supporters@scottishfa.co.uk, or if the Members do not have a personal email account, by post to the Scottish FA, Hampden Park, Glasgow G42 9AY.
6. Acceptance of any Membership application shall be at the absolute discretion of the Scottish FA.
7. Once the Member’s application has been confirmed by the Scottish FA and the Membership Fee and Image have 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’).
8. The Members Pack and Membership Card will be received by the Member by 1 February 2016 if the Contract is entered into prior to 14 January 2016. Thereafter, the Member’s Pack and Membership Card will be received by the Member 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 Member’s Pack and Membership Card.
9. Irrespective of when the Contract is entered into, the Membership Period will be 1 January 2016 until 31 December 2017 inclusive.
10. Applications for a Junior Membership will only be accepted if directly linked to an application for an Adult or Senior Member who is responsible for the Junior Member, who has previously been accepted as a Member of the Supporters Club during the Membership Period.
11. It is a condition of membership that a Member acknowledges and agrees to abide by these Terms and Conditions.
12. 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 Fee.
13. Membership of the Supporters Club is not transferable.

MEMBER CODE OF CONDUCT

14. 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 the National Stadium or at any International Match.

15. The Scottish FA reserves the right, in its absolute discretion, to refuse membership to the Supporters Club or expel from membership any person convicted in the United Kingdom or elsewhere:

- (a) for any football related offence; or
- (b) for 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.

16. 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.

17. The Scottish FA does not tolerate threatening behaviour, foul or abusive language or unacceptable or unreasonable behaviour towards its staff members or representatives. 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 being reported.

18. Standing is FORBIDDEN in seated viewing areas.

19. The stadium authorities operate CCTV cameras in and around the National Stadium which are monitored and recorded for the purposes of safety and crime prevention.

20. The decision of the Scottish FA shall be final and binding in all respects.

MEMBERSHIP CARDS

21. A Member will be required to exhibit his/her Membership Card to the Scottish FA, or any person acting on its authority, on demand.

22. The Membership Card shall remain the property of the Scottish FA and must be returned to the Scottish FA on demand.

23. 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.

24. 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).

25. 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

26. 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").

27. 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.

28. If the Member cancels their Membership, 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 which the Scottish FA is informed of the Member's decision to cancel the Contract.

29. 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.

30. 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

31. Purchases of Tickets for Home Matches by Members shall be governed by the Ticket Terms and Conditions.

32. Each Member will be invited to purchase one (1) Ticket 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 accompanying Adult or Senior Member also applies for a Ticket for the same Home Match.

33. 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.

34. 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.

35. A Member's attendance at a Home Match will be recorded by the Scottish FA.

36. Points will not be awarded for attendance at a Home Match.

37. For Home Matches not being held at the National Stadium 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.

38. For Home Matches being held at the National Stadium, 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.

39. 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.

40. The Scottish FA is under no obligation to replace any Tickets that are lost or stolen.

41. Junior Members will not be admitted to the National Stadium or any other stadium where a Home Match is being hosted without being accompanied by an Adult or Senior Member.

42. The Scottish FA may, on instruction from any regulatory body, authority or association, relocate a Member to an alternative seat or part of the National Stadium 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.

43. Requests from Members to relocate his or her seats are at the absolute discretion of the Scottish FA.

AWAY MATCHES

44. Purchases of Tickets for Away Matches by Members shall be governed by the Ticket Terms and Conditions.

45. Each Member will be invited to purchase 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 accompanying Adult or Senior Member also applies for a Ticket for the same Away Match.

46. Members may be awarded one Point for attendance at an Away Match. The award of Points is at the sole discretion of the Scottish FA. Points will only be awarded by the Scottish FA for Tickets purchased directly from the Scottish FA. Points shall not be awarded for Tickets purchased from any other vendors or sources.

47. Any person, not being a Member, will not be invited, nor entitled, to apply for a Ticket for an Away Match.

48. 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.

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 Points from the previous, consecutive ten (10) Away Matches on a sliding scale. If the number of Members on equal Points is more than the number of Tickets remaining, Tickets will be distributed on a "first come, first served" basis by reducing Points level until all remaining Tickets are allocated.

50. 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.

51. 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.

52. Members shall be responsible for arranging their own travel and accommodation to attend Away Matches. 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.

53. It may be necessary from time to time for a Member to collect their Away Match Ticket 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.

54. If a Member does not collect their Away Match Ticket 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 Fee nor match ticket price.

55. Points will not become active until two (2) weeks after the Away Match has taken place and, as a result, will not be considered for any other Away Match within this period.

56. 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.

57. 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.

58. The Scottish FA is under no obligation to replace any Tickets that are lost or stolen.

MAKING PAYMENT

59. A Member will be required by the Scottish FA to submit the Membership 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 Fee: Visa, Visa Debit, Visa Electron, MasterCard and Maestro. A Member will be required to submit in advance payment for an International Match ticket.

60. The Membership 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.

61. Credit/debit cards will be charged immediately on the Scottish FA's receipt of the Member's application and will include the Price and Postage and Fulfilment

62. The Membership Fee is exclusive of any delivery charge which may be applicable for the delivery of the Membership Card and the Membership Pack to the Member. Such delivery charges are set out in Appendix 1 and Members shall be bound to pay the delivery charge for the delivery method option that they select.

PERSONAL INFORMATION

63. The Member agrees and acknowledges that personal details provided to the Scottish FA both during the Online Application or Telephone Application and otherwise will be used by the Scottish FA in accordance with the Scottish FA's Privacy Policy and processed by the Scottish FA in accordance with all relevant Data Protection legislation (including the Data Protection Act 1998). In particular, the Scottish FA will use the information of Members to:-

- provide the Member with the services and information requested;
- to analyse the collected information so that the Scottish FA can administer, support, improve and develop its business and the services it offers;
- to contact Members in order to send details of the Scottish FA's goods and services and those of the Partners which may be of interest;
- for all other purposes consistent with the proper performance of the Scottish FA's operations and business; and
- to contact Members for their views on the Scottish FA and/or its Partners' products and services.

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. 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

68. For all enquiries, please contact the Supporters Centre. Please note that the helpline offered by the Supporters Centre is for general queries. In all other cases, to purchase a Scotland Supporters Club Membership, the Online Application facility on the website or the Telephone Application facility must be used.



APPENDIX 1



TABLE OF CHARGES

Category	Membership Fee (Inclusive of VAT)
Adult Member – Renewal (before 12 noon on 2 February 2016)	£45
Adult Member – Renewal (after 12 noon on 3 February 2016)	£50
Adult – New Member	£55
Junior Member	£25
Senior Member	£25
Postage and Fulfilment (inclusive of VAT)	
Royal Mail Standard Post	£3.00



APPENDIX 2 CANCELLATION FORM



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