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SEASON TICKET

TERMS AND CONDITIONS

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HEART OF MIDLOTHIAN FC

SEASON TICKET INFORMATION

1. Season Ticket Terms, Rules and Information

These Season Ticket Terms and Conditions (Terms) set out the terms on which the Heart of Midlothian PLC (the Club) supplies season tickets (Season Tickets) for access to football matches at Tynecastle Park (or any alternative location used by the Club for home matches) (the Stadium). The [Season Ticket Information](#) provides further information about Season Tickets and is deemed to be part of these Terms, and the Club's contract with you.

These terms apply to all Season Tickets and apply between the person purchasing the Season Ticket and the Club. The person who is identified on the face of the Season Ticket will be the Holder of the Season Ticket and these terms also apply to the Holder. Season Tickets are valid for entry to the Stadium by the Holder only. In these terms, 'you' means the person purchasing the Season Ticket and /or the Holder, as appropriate.

Entry to the Stadium is subject to the Rules and Regulations of FIFA, UEFA, the Scottish Football Association ("SFA"), the Scottish Professional Football League ("SPFL"), the Club's Ground Regulations, and the Club's Unacceptable Conduct Policy (the Terms and Conditions of Entry).

By purchasing and / or using a Season Ticket, you unconditionally agree to be bound by these Terms (including the Season Ticket Information), and all the Terms and Conditions of Entry (click here)], and a contract is formed between you and the Club incorporating all of these terms. Any breach of that contract by you may result in appropriate action and/or sanctions being imposed by the Club, any other football club and/or Police Scotland, including withdrawal of your Season Ticket and/or your removal from the Stadium.

You (whether acting alone or with others) shall be jointly and individually liable for, and may be subject to legal action by the Club for recovery of fines, losses, penalties, liability or damages suffered or incurred by the Club (including disciplinary action by the football authorities) as a direct result of your conduct or behaviour (or any third party to whom you have provided your Season Ticket, with or without the consent of the Club) at any Club match at the Stadium or away venue.

2. Buying Your Season Ticket

When you purchase a Season Ticket, the Club's acceptance of your order and processing of your payment will be confirmation of your Season Ticket, at which point a contract will be formed between you and the Club. If we cannot accept your order, we will inform you of this as soon as possible.

Season Tickets will be delivered to the Holder within 30 days of acceptance of your order. Where a Season Ticket is renewed for season 2017/2018 a new Season Ticket Smartcard will be issued and your current Smartcard will no longer be valid.

Where your Season Ticket is to be financed using the Club's finance partner (as set out in the Season Ticket Information) the Club will not confirm your Season Ticket and no contract between you and the Club will be formed until the Club has received confirmation from its finance partner that your application for finance has been accepted.

3. Season Ticket Information

Please read the Season Ticket Information that has been made available to you. This has important information about prices, seat locations, booking fees, concessions, categories of Season Tickets available, and ways to pay. The Club draws your attention to the following points in particular.

Season Tickets are valid only for admission to Home SPFL league matches, for the category of Season Ticket you have purchased. Home matches may be played at an alternative venue should Tynecastle Park be unavailable.

If you have purchased a seat guarantee and price freeze as detailed in the Season Ticket Information (Seat Guarantee), the price of your Season Ticket will be fixed at the season 2017/2018 price for every season, up to and including season 2019/2020, provided that you renew your Season Ticket each year during that period. You are also guaranteed your allocated Season Ticket seat for any other non-league home match for which you purchase a ticket (subject to the exclusions at Clause 5 below). Purchase of a Seat Guarantee will also entitle you to participate in our 'One in a Million' scheme at a 50% discounted rate. Limited exceptions apply, detailed in the Season Ticket Information.

The Seat Guarantee is not available for Category B+ Season Tickets and will only commence from the date of opening of the new Main Stand.

Please note that transitional arrangements and pricing are in place for existing Season Ticket Holders with 'Silver' Category seats in the Main Stand. Please see the Ticket Information for further details of these arrangements.

Your Season Ticket does not give you any entitlement to access matches played at the Stadium, or to access your allocated seat (unless you have purchased a Seat Guarantee as noted above), for any other matches not covered by your Season Ticket (e.g. Cup matches, friendlies) although Loyalty Points which count towards the allocation of other match tickets (see <http://www.heartsfc.co.uk/pages/loyaltypoints>) will be awarded to you for purchasing a Season Ticket.

Any entitlement to access additional matches and Seat Guarantees as detailed above shall commence from the date of opening of the Main Stand.

4. Additional Tickets and Upgrades

Adult and Over 65s Season Ticket Holders are also entitled to purchase up to 2 Under 13 Season Tickets. Under 13 Season Tickets may only be purchased by the holder of a valid Adult or Over 65s Season Ticket.

Concession Season Tickets can be upgraded to an alternative concession or Adult Season Ticket throughout any season. A discount will be offered on the match Season Ticket price to use the designated Season Ticket seat. The discount shall be calculated based on the difference between the Season Ticket purchase price and the Match day price.



5. Exclusions and Limitations

The Club reserves the right to change its advertised fixture dates and kick off times for any reason at the Club's sole discretion (including for example health and safety, other competitions and TV scheduling) without notice and without liability. Accordingly, matches cannot be guaranteed to take place on a particular day at any particular time.

The location of your Season Ticket cannot be guaranteed. The Club reserves the right to move you from your designated seat to an alternative seat of the same value without prior notice. Where a Seat Guarantee has been purchased, we will ensure that you are allocated your Season Ticket Seat where it is available however there may be occasions outwith the Club's control which require the Club to move your seat (for example for health and safety reasons) and no discount or refund will be given in those circumstances.

Season Tickets are non-refundable after they have been purchased regardless of how many matches have been played in a season. No discount or refund will be offered for any matches that have taken place which you missed, or that you could not attend, under any circumstances.

No refund for a Season Ticket will be made if any match is postponed or abandoned and played upon a future date, or for any adverse weather conditions. However, admission to the rearranged match will be included in your Season Ticket.

Season Tickets may not be re-sold, used as a competition or lottery prize, or used for any commercial purpose without the Club's prior written consent. Any Season Tickets used for these purposes shall be void.

6. Admission

Your Season Ticket entitles you to access to the Stadium for the duration of the relevant match, and to the minimum number of matches specified in the Season Ticket Information. Admission cannot be guaranteed if you arrive at the Stadium less than 30 minutes before the advertised kick-off time.

On entering the Stadium, you must make available your Season Ticket for inspection for the duration of the match and you unconditionally agree to present your Season Ticket upon request by a Club Official, representative from the stewarding agency or Police Scotland.

Individuals found incorrectly using any Season Ticket type who do not meet the criteria for that Season Ticket (for example concessions) will be removed from the Stadium without refund.

7. General

The failure, or delay, by the Club to exercise a right or remedy under these Terms does not constitute a waiver of that (or any other) right or remedy.

These Terms and the contract are governed by Scots law. Any dispute relating to them shall be subject to the exclusive jurisdiction of the Scottish Courts.

The Club is a data controller in respect of personal data submitted by you and will hold and process personal data for legal and administrative purposes and, with your consent, for marketing purposes, as set out in our Privacy Policy.