



THE SCOTTISH SPORTS AWARDS

TERMS AND CONDITIONS

CREATED: 17/07/2024

1. INTRODUCTION

- 1.1. This document sets out the terms and conditions on which Commonwealth Games Scotland (CGS) provides a Ticket to an Event. Any Ticket Holder that submits an Order to CGS in respect of a Ticket agrees to be bound by, and comply with, the Terms. Purchase of a Ticket constitutes acceptance of these Terms.

2. DEFINITIONS

- 2.1. In this document, the following terms have the meanings given to them below:

“Accepted Order” means the Order submitted by or on behalf of the Ticket Holder that has been accepted by CGS.

“Code” means the code of conduct set out in section 3 below.

“Event” means an event or exhibition organised by or on behalf of CGS.

“Fees” means the fees (if any) payable by the Ticket Holder for the Products and Services as specified in the Accepted Order.

“Ticket Holder” means the person, company or other body that submitted the Order to CGS.

“Order” means the order submitted to CGS by or on behalf of the Ticket Holder for the purchase of a Ticket or Tickets from CGS, as described in that order, which be submitted using a form that is completed on the designated CGS site, or by such other means as may be approved or permitted by CGS from time to time.

“Ticket” means tickets or other types of evidence of booking (including electronic confirmation) for an Event purchased by you from CGS for the right to attend an Event.

“Ticket Price” means the price set by CGS for the sale of a Ticket at the time it is sold to the Ticket Holder.

“Terms means this document (as it may be updated by CGS from time to time), together with the Accepted Order and all other documents referred to in this document.

“CGS” means Commonwealth Games Council for Scotland Ltd (trading as Commonwealth Games Scotland), a company limited by guarantee (Company



Number: 302375), Airthrey Castle, Hermitage Road, University of Stirling, Stirling, FK9 4LA.

3. BOOKINGS

- 3.1. These Conditions apply to all booking(s) made by a Ticket Holder in relation to an Event. The Ticket Holder agrees to comply with any additional terms and conditions applicable to particular Events that are set out in the relevant Order to process.
- 3.2. As soon as possible after receipt of an Order, CGS will issue a written acceptance or confirmation of the booking to the Ticket Holder. CGS reserves the right to refuse to accept any booking. A booking shall not be binding on CGS unless and until it is accepted by CGS. For the avoidance of doubt:
 - (i) CGS shall not be obliged to provide any services to the Ticket Holder other than those expressly stated in the accepted Order, and:
 - (ii) The Conditions apply to the exclusion of any other terms that the Ticket Holder seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.3. If a booking is accepted by CGS, the Ticket Holder shall pay the total Ticket Price due to CGS by the method, and within the timescale, specified by CGS in the Order (or in the confirmation or acceptance issued by CGS).
- 3.4. If the Ticket Holder does not pay the Ticket Price in full within the specified time (which, in the case of payments due following receipt of an invoice from CGS, shall be no more than 30 days after the date of CGS's invoice), CGS shall be entitled to refuse entry to the Ticket Holder at the relevant Event.
- 3.5. If a Booking is accepted by CGS, details of guest names and requirements for and conditions of participation in the Event will be supplied to the Ticket Holder. The Ticket Holder agrees to comply with all such requirements and conditions.
- 3.6. Unless otherwise specified, one Individual Ticket admits one individual from the Ticket Holder to the Event.

4. CANCELLATION AND POSTPONEMENT

- 4.1. Postponement by CGS
 - 4.1.1. CGS shall be entitled to postpone or change the duration or venue of an Event at its absolute discretion.



- 4.1.2. In the event of postponement or change of duration or venue of an Event, CGS will be entitled to make any modification, re-arrangement or substitution to the form, layout and allocation of places as it considers necessary, and such modification, re-arrangement or substitution shall be binding on the Ticket Holder. CGS shall use reasonable efforts to notify the Ticket Holder of material changes to the Event.
- 4.1.3. In the event of cancellation of an Event by CGS (other than in the circumstances referred to in Condition 4.1.4. below), CGS will, at the Ticket Holder's option:
- (i) Refund to the Ticket Holder the Ticket Price previously paid; or
 - (ii) Offer the Ticket Holder an appropriate (in CGS's opinion) alternative opportunity at another Event, and CGS shall have no further liability to the Ticket Holder as a result of such cancellation.
- 4.1.4. CGS, the proprietors of the Event venue, and/or the organisers of the Event shall not be liable to the Ticket Holder or any other person for loss, injury or damage of any kind arising from or in any way attributable to the cancellation, postponement, delay or abandonment of the Event or change of duration or venue due to any cause beyond the reasonable control of CGS. In the event of cancellation, postponement, delay, abandonment or change as a result of such a cause, CGS shall not be obliged to refund any portion of any sums already paid by a Ticket Holder in relation to the Event.

4.2. Cancellation by the Ticket Holder

- 4.2.1. Ticket Holders cancelling a booking by 09:00 on Friday 8th November 2024 will be subject to a full refund. Please note cancellation notification should be emailed to info@teamscotland.scot by 09:00 on Friday 8th November 2024.
- 4.2.2. Ticket Holders cancelling a booking after 09:00 on Friday 8th November 2024 will forfeit the Ticket Price.

5. **LIABILITY**

- 5.1. Subject to condition 5.3 below, in no circumstances will CGS be liable for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue, loss of goodwill or for any indirect or consequential loss that you may suffer and which is caused by the event, the event material and/or the website.
- 5.2. Except in the above circumstances specified in Condition 5.1 above and subject to 5.3 below, our maximum aggregate liability for any claim that you may have against us which is not otherwise excluded in these terms (including, but without limitation, where such claim arises as a direct result of (i) any negligent technical advice provided by us; or (ii) your use of the website) will be limited to the amount



which has been paid by you with regard to attendance at the event or purchase of event material.

- 5.3. The exclusions and limitations of liability contained in these Terms and Conditions do not apply to any loss or damage resulting from death or personal injury caused by our negligence, loss or damages arising from our fraudulent misrepresentation, or any other losses which may not be excluded or limited by law.
- 5.4. The Ticket Holder shall not contravene any statutory or regulatory provision, in particular relating to the health and safety legislation.

6. SAFETY

- 6.1. The Ticket Holder undertakes to become familiar with the health, fire and safety regulations applicable to the Event venue upon arriving at the Event and to observe these for the duration of the Event.
- 6.2. The Ticket Holder shall obey all reasonable instructions given by CGS, the occupier of the Event venue and/or the Event organiser during the Event.
- 6.3. The Ticket Holder and all attendees from the Ticket Holder's organisation shall be required to follow any relevant Scottish Government health and safety guidance in place at the date of the Event.
- 6.4. CGS reserves the right to eject any Event attendee whose conduct is unacceptable, based on the reasonable opinion of CGS. No refunds will be given in this circumstance.

7. PHOTOGRAPHY

- 7.1. By attending the Event you acknowledge that photographs and filming may take place at the Event.
- 7.2. CGS reserves the right to use images and videos recorded at the Event with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you.
- 7.3. If you do not wish your photograph to be taken at an Event, then please notify the photographer during the Event and we will use reasonable endeavours to comply with your request.

