

## **1883 Club 2019/20 - Membership Terms and Conditions**

1. Application for membership of the 1883 Club 2019/20 ("the Club") for the football season 2019/20 ("the Season") is accepted at the absolute discretion of the Board of Bristol Rovers Football Club Limited (company number 00051828), whose registered office is the Memorial Stadium, Filton Avenue, Bristol BS7 0BF ("Bristol Rovers"). The decision of Bristol Rovers is final and no correspondence will be entered into.

2. There shall be three classes of membership of the Club; Gold, Silver and Bronze. A member shall be designated to belong to the class of membership for which he applies to be a member; is accepted in accordance with these Membership Terms and Conditions; and pays the appropriate fee as specified in clause 8 below.

3. Subject to these Membership Terms and Conditions Bristol Rovers will provide the following (together the "Members Benefits") to each:

### **3.1 Gold Member:**

- Table of ten for lunch/dinner at three home matches to be agreed with Bristol Rovers at its absolute discretion, subject to availability, to include a three-course meal, match day ticket and programme of which two will be hosted in an executive box in the West Stand and one will be hosted in the East Stand.

- Three footballs signed by the squad for the Season.

- Each Gold Member's name and corporate logo will be listed in match day programmes for 23 home league games (at a position to be chosen by Bristol Rovers in its absolute discretion) during the Season. A Gold Member's listing shall appear above those of Silver and Bronze Members.

- Each Gold Member's name and corporate logo will appear on the 1883 Sponsors Club

page on the Bristol Rovers website (at a position to be chosen by Bristol Rovers in its absolute discretion) for the duration of the Season. A Gold Member's listing shall appear above those of Silver and Bronze Members.

- The opportunity to make up to three entries into the Sponsorship Draw.

- Free use of function rooms at the Memorial Stadium, between the hours of 9.00am and 5.00pm Monday to Friday subject to availability and the following conditions:

- a minimum spend of £100 exclusive of VAT will apply to all bookings for food and beverages;
- rooms must be booked at least five working days in advance of the event; and
- no food and drink other than that supplied by Bristol Rovers may be consumed whilst the Gold Member is using the function rooms.

- The opportunity for one director or employee of each Gold Member to attend each Bristol Rovers networking event at no charge during the Season. Additional tickets can be purchased at a rate of £30 exclusive of VAT per person per event. Gold Members who confirm their attendance for an event but do not attend will be charged in full for non-attendance.

- Fifteen tickets to the Bristol Rovers End of Season Awards Night on Wednesday 10<sup>th</sup> April 2019 at the Lloyds Amphitheatre, Bristol. Each ticket holder will be entitled to a three course meal (drinks not included).

- Priority booking for match day hospitality. Gold Members will be entitled to purchase match day hospitality three days before tickets are placed on general sale.

### **3.2 Silver Member:**

- Table of ten for lunch/dinner at two home matches to be agreed with Bristol Rovers at its absolute discretion, subject to availability, to

include a three-course meal, match day ticket and programme of which one will be hosted in an executive box in the West Stand and one will be hosted in the East Stand.

- Two footballs signed by the squad for the Season.
- Each Silver Member's name and corporate logo will be listed in all match day programmes for home games (at a position to be chosen by Bristol Rovers in its absolute discretion) for the duration of the Season. A Silver Member's listing shall appear below those of Gold Members but above those of Bronze Members.
- Each Silver Member's name and corporate logo will appear on the 1883 Sponsors Club page on the Bristol Rovers website (at a position to be chosen by Bristol Rovers in its absolute discretion) for the duration of the Season. A Silver Member's listing shall appear below those of Gold Members but above those of Bronze Members.
- The opportunity to make up to two entries into the Sponsorship Draw.
  - Free use of function rooms at the Memorial Stadium, between the hours of 9.00am and 5.00pm Monday to Friday subject to availability and the following conditions:
    - a minimum spend of £100 exclusive of VAT will apply to all bookings for food and beverages;
    - rooms must be booked at least five working days in advance of the event; and
    - no food and drink other than that supplied by Bristol Rovers may be consumed whilst the Silver Member is using the function rooms. .
- The opportunity for one director or employee of each Silver Member to attend each Bristol Rovers networking event at no charge during the Season. Additional tickets can be purchased at a rate of £30 exclusive of VAT per person per event. Silver Members

who confirm their attendance for an event but do not attend will be charged in full for non-attendance.

- Ten tickets to the Bristol Rovers End of Season Awards Night on Wednesday 10<sup>th</sup> April 2019 at the Lloyds Amphitheatre, Bristol. Each ticket holder will be entitled to a three course meal (drinks not included).
- Priority booking for match day hospitality. Silver Members will be entitled to purchase match day hospitality two days before tickets are placed on general sale.

### 3.3 Bronze Member:

- Table of ten for lunch/dinner at one home match to be agreed with Bristol Rovers at its absolute discretion, subject to availability, to include a three-course meal, match day ticket and programme which will be hosted in the East Stand.
- One football signed by the squad for the Season.
- Each Bronze Member's name and corporate logo will be listed in all match day programmes for home games (at a position to be chosen by Bristol Rovers in its absolute discretion) for the duration of the Season. A Bronze Member's listing shall appear below those of both Gold Members and Silver Members.
- Each Bronze Member's name and corporate logo will appear on the 1883 Sponsors Club page on the Bristol Rovers website (at a position to be chosen by Bristol Rovers in its absolute discretion) for the duration of the Season. Bronze Member's listing shall appear below those of both Gold Members and Silver Members.
- The opportunity to make one entry into the Sponsorship Draw.
- Free use of function rooms at the Memorial Stadium, between the hours of 9.00am and 5.00pm Monday to Friday subject to availability and the following conditions:

- a minimum spend of £100 exclusive of VAT will apply to all bookings for food and beverages;
  - rooms must be booked at least five working days in advance of the event; and
  - no food and drink other than that supplied by Bristol Rovers may be consumed whilst the Bronze Member is using the function rooms.
- The opportunity for one director or employee of each Bronze Member to attend Bristol Rovers networking events at no charge during the Season. Additional tickets can be purchased at a rate of £30 exclusive of VAT per person per event. Bronze Members who confirm their attendance for an event but do not attend will be charged in full for non-attendance.
  - Five tickets to the Bristol Rovers End of Season Awards Night on Wednesday 10<sup>th</sup> April 2019 at the Lloyds Amphitheatre, Bristol. Each ticket holder will be entitled to a three course meal (drinks not included).
  - Priority booking for match day hospitality. Bronze Members will be entitled to purchase match day hospitality one day before tickets are placed on general sale.

4. Prizes for the Sponsorship Draw shall be as follows:

1<sup>st</sup> - to be named as sponsor of the West Stand for the Season and to have the Member's Company Name displayed across the top front and side of the stand (the precise position to be chosen by Bristol Rovers at its absolute discretion) for the duration of the Season;

2<sup>nd</sup> - to be named as sponsor of the South West Stand for the Season and to have the Member's Company Name displayed across the top front and side of the stand (the precise position to be chosen by Bristol Rovers at its absolute discretion) for the duration of the Season;

3<sup>rd</sup> - to be named as sponsor of the North West Stand for the Season and to have the Member's Company Name displayed across the top front of the stand (the precise position to be chosen by Bristol Rovers at its absolute discretion) for the duration of the Season;

4<sup>th</sup> – to be the Sponsor of the Bristol Rovers home and away dugouts for the Season and to have the Member's Company name displayed across the top of the dugouts (the precise position to be chosen by Bristol Rovers at its absolute discretion) for the duration of the Season;

5<sup>th</sup> – to be named as the Sponsor of the Bristol Rovers website for the Season and to have the Member's Company name displayed on the website (the precise position to be chosen by Bristol Rovers at its absolute discretion) for the duration of the Season;

6<sup>th</sup> – six advertising boards displaying the Member's Company Name to be displayed in front of the West Stand (the precise position to be chosen by Bristol Rovers at its absolute discretion) for all home league matches for the duration of the Season;

7<sup>th</sup> – Matchday Sponsorship for one home league game during the season (to take place at a match selected by the winner from one of the match selection choices provided by Bristol Rovers at its sole discretion), which shall include the following:

- a table for ten people for a three course carvery meal;
- seating for ten people in the East Stand;
- a quarter-page advertisement in the match day programme (subject to copy approval by Bristol Rovers);
- the opportunity for the winner to select the Man of the Match and present him with the award after the game;

- presentation of an exclusive piece of Bristol Blue Glass by the Man of the Match;
- a commemorative photo; and
- complimentary match day programme and half time tea, coffee and biscuits for ten guests.

8th – a full page advertisement for the Member's company to be displayed in all home league match day programmes for the Season (location of advertisement to be determined by Bristol Rovers at its absolute discretion), and an advertisement for the Member's company to be displayed periodically on the big screen in the South Stand at all home league matches for the Season (in both cases, subject to copy approval by Bristol Rovers);

9th – four season tickets in the East Stand for the Season, which shall be in a location to be determined by Bristol Rovers at its absolute discretion; and

10<sup>th</sup> – access for two persons to the Presidents Executive Box for a home league match during the season (to take place at a match selected by the winner from one of the choices provided by Bristol Rovers at its absolute discretion), which shall include the following:

- home dressing room visit;
- a pre-match two course meal;
- complimentary drinks;
- seating for two people outside of the Executive Box;
- complimentary match day programme and half time tea, coffee and biscuits for two guests

5. Full details of the Sponsorship Draw are available on request from Bristol Rovers and all opportunities to enter the Sponsorship Draw must be taken up on or before 4pm on Wednesday 27<sup>th</sup> March 2019 (or such other

time or date as Bristol Rovers may in its absolute discretion select) by notifying Bristol Rovers in writing or by ticking the appropriate box on the form accompanying the notification requesting payment of members subscription. By entering the Sponsorship Draw Members agree to be bound by the Sponsorship Draw Terms and Conditions.

6. Only one application for Membership may be made per person or entity. Additional applications will be rejected.

7. Applications must be made on the form available from Bristol Rovers and must be received by 4pm on Wednesday 27<sup>th</sup> March 2019 (or such other time or date as Bristol Rovers may in its absolute discretion select). Bristol Rovers reserves the right to reject any applications which are received after such date, for whatever reason and/or applications which are incomplete or illegal. Bristol Rovers takes no responsibility for applications which are delayed, incomplete or lost.

8. The membership subscription fee ("the Fee") shall be dependent upon the class of membership applied for, which shall be:

- Gold Membership £3,750 (plus VAT)
- Silver Membership £2,500 (plus VAT)
- Bronze Membership £1,250 (plus VAT)

or such other amount as shall be notified to applicants. Applications will not be accepted unless the applicant has paid the Fee in full prior to 4pm on Wednesday 27<sup>th</sup> March 2019.

9. The prize draw will take place at the Bristol Rovers End of Season Awards Night on Wednesday 10<sup>th</sup> April 2019. Successful applicants will be notified by post or by email.

10. The Fee is payable to Bristol Rovers and is non-refundable. Upon receipt of the Fee by Bristol Rovers in cleared funds the applicant will be admitted as a member of the Club ("Member") of the membership class applied for and accepted by Bristol Rovers. The corresponding Members Benefits will be

available to Members upon admission. A VAT receipt will be issued to Members on request.

11. Payment must be made by cheque drawn on or by electronic transfer from a UK retail bank. Bristol Rovers reserves the right to refuse payments drawn on foreign banks and will not accept cash payments.

12. Notwithstanding the Sponsorship Draw Prizes specified in clause 4 above, Bristol Rovers reserves the right to grant any other sponsorship rights for the Season to any other persons.

13. Bristol Rovers reserves the right to use any photographs and audio and/or visual recordings of any Members for the purposes of publicity. Any personal data relating to Members will be processed and dealt with in accordance with applicable data protection legislation and will not be disclosed to third parties without the individual's prior consent, except as required by law.

14. By applying to become a member of the Club, Members consent to their details being used by Bristol Rovers for publicity and marketing purposes. If Members do not wish to receive any further communications from Bristol Rovers they should confirm this by writing to Bristol Rovers at the Memorial Stadium, Filton Avenue, Bristol BS7 0BF.

15. Bristol Rovers does not accept any responsibility for any damage, loss, injury, loss of opportunity or disappointment suffered by any Member whether as a result of membership, entering or failing to enter the Sponsorship Draw, or as a result of accepting or failure to accept or use any Members Benefit or any prize.

16. Membership will end on 31<sup>st</sup> May 2020. Any Members Benefits not used or claimed by a Member will no longer be available after this date.

17. No cash alternative will be offered or paid in respect of any Members Benefit not used

or claimed by a Member within the requisite period.

18. If Bristol Rovers is unable to fulfil any of the Members Benefits for whatever reason, Bristol Rovers may at its discretion substitute alternative benefits but makes no warranties or guarantees as to the location of or amenity of any benefit provided as a substitute.

19. Each Member agrees:

- that it will pay the Fee;
- it will use all Members Benefits' granted to it at all times in a manner consistent with the good name, goodwill, reputation and image of Bristol Rovers and will not use or allow the Members Benefits to be used at any time to the detriment of the reputation of Bristol Rovers;
- that the Members Benefits are personal and not transferable, not exchangeable, shall not be sold, assigned or transferred and shall not be purchased or obtained from or through any person otherwise than directly from Bristol Rovers;
- that it shall neither use nor permit its membership to be used other than in a proper and lawful manner and will neither cause nor permit any disruption or any nuisance, annoyance or inconvenience to Bristol Rovers and shall at all times comply with and shall procure that its guests, employees, and other representatives comply with these Membership Terms and Conditions (as varied from time to time by Bristol Rovers), and such other rules and regulations as Bristol Rovers shall from time to time make for the control, order or regulation of the members of the Club, and all other applicable laws and regulations;
- that it will comply with the rules and regulations in force from time to time governing visitors to the Memorial Stadium.

20. Bristol Rovers shall have no liability for the acts or omissions of Members, their employees, agents, representatives or guests.

21. If for any reason beyond the control of Bristol Rovers, any football matches (whether league, friendly or otherwise), training sessions or publicity events do not take place in whole or in part or as scheduled then Bristol Rovers shall have no liability to any Member and shall not be required or obliged to refund any Fee (or any part thereof) or any other consideration supplied.

22. Bristol Rovers, its officers, employees, agents and representatives shall not be liable to any Member (whether for breach of contract, negligence or otherwise) for any:

(a) loss of anticipated savings or revenues; or  
(b) loss of profits; or (c) loss of contracts or business opportunities; or (d) loss of goodwill or damage to reputation; or (e) indirect loss, damage, cost, expense, claim or other liability whatsoever which arises out of or in connection with membership of the Club.

23. The entire liability of Bristol Rovers to any Member shall not in any event exceed the Fee paid to Bristol Rovers by that Member.

24. Nothing in these Membership Terms and Conditions shall be deemed to operate as a limitation or exclusion of liability in respect of death or personal injury caused by the negligence of either party or its employees, agents or subcontractors, or otherwise as prohibited by law.

25. Each Member, for itself and all those for whom it is directly or indirectly responsible shall indemnify Bristol Rovers, its officers, employees, agents, representatives and subcontractors and shall hold harmless from and against all costs and expenses of whatever nature, actions, proceedings, claims, demands and damage made against or caused against Bristol Rovers, its officers, employees, agents, representatives and subcontractors arising from any breach of these Membership Terms

and Conditions or from failure to abide by its obligations to Bristol Rovers or from any act or omissions on the part of the Member and/or those for whom it is responsible.

26. If any Member fails to comply with its obligations or with these Membership Terms and Conditions, Bristol Rovers may give notice to the Member terminating its membership with immediate effect together with the Members Benefits, and shall not be required or obliged to refund any Fee (or any part thereof) or any other consideration supplied, and with no other obligation or liability to the Member in respect of such termination.

27. Any notice under these Membership Terms and Conditions shall be in writing and shall be sent by first class post or hand delivered to the last known address of the relevant party. Any such notice shall be deemed to have been duly received: if dispatched by first class post, 48 hours from the time of posting; or if delivered by hand, at the time of actual delivery.

28. No delay or failure in enforcing any provision of these Membership Terms and Conditions shall be deemed to operate as a waiver or create a precedent or in any way prejudice any rights under these Membership Terms and Conditions, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy. The rights and remedies provided in these Membership Terms and Conditions are cumulative and are additional to any rights or remedies provided by law.

29. Any dispute arising in relation to membership of the Club or these Membership Terms and Conditions shall be determined by the Board of Bristol Rovers in its absolute discretion.

30. Nothing in these Membership Terms and Conditions shall be construed as creating an association, partnership, joint venture, or relationship of agency or employment

between Bristol Rovers and any of the Members.

31. Bristol Rovers reserves the right to amend these Membership Terms and Conditions, if deemed necessary, due to circumstances outside of its reasonable control on giving notice through its website at [www.bristolrovers.co.uk](http://www.bristolrovers.co.uk).

32. If any provision in these Membership Terms and Conditions is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be treated as severable and all other provisions of the Membership Terms and Conditions not affected by such invalidity or unenforceability shall remain in full force and effect.

33. Unless expressly stated in these Membership Terms and Conditions nothing in these Membership Terms and Conditions shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

34. Membership of the Club and these Membership Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales. Any dispute arising under or in connection with these Membership Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each party irrevocably submits.

35. Membership of the Club is not available to residents of Northern Ireland.