



OFFICIAL SUPPORTERS' CLUB

TERMS AND CONDITIONS

NEWCASTLE UNITED FOOTBALL CLUB

Season 2024/25



These terms and conditions outline the requirements and expectations for all “Official Supporters’ Clubs” approved by the Club. References to the “**Club**” means Newcastle United Football Company Limited (“**Terms and Conditions**”). References to “**OSC**” means an Official Supporters’ Club.

By submitting an application for your supporters’ club to become an OSC, you acknowledge your acceptance of these Terms and Conditions, therefore please read them carefully.

I. Application

- I.1. To make an application to become an OSC, you must provide the Club with the following information:
 - a) name, address, phone number and email address of your chairperson;
 - b) any social media accounts and/or hashtags your supporter’s club uses; and
 - c) names and supporter ID’s and/or membership numbers of your OSC members.
- I.2. On receipt of an application, the Club will consider the following (without limitation):
 - a) the presence of other OSC(s) in your immediate area;
 - b) your ability to nominate a chairperson who shall be the point of contact for your supporters’ club, and who shall maintain responsibility for communicating with the Club;
 - c) whether you have a meeting venue, and if you meet on a regular basis;
 - d) whether you have the time and dedication required to develop and grow your supporters’ club; and
 - e) whether your supporter’s club has a set of rules and/or byelaws.
- I.3. The Club is under no obligation to accept any application received by a supporters’ club.

2. Mandatory Requirements

- 2.1. Once your supporter’s club becomes an OSC, the following mandatory requirements must be met, on a continuing basis, throughout the OSC’s membership:
 - a) all OSCs must have at least 10 (ten) or more individual members who are The Mags, The Mags+ or Junior Mags members, or are otherwise officially registered with the Club via a Supporter Number ID;
 - b) OSCs must not be run for personal financial gain, and must be a non-profit organisation;
 - c) all members should live in or frequent the region that their OSC serves and may only be a member of one OSC at a time;
 - d) the OSC must nominate a chairperson to be responsible for communicating with the Club on all matters;
 - e) all OSC members must be part of the Club’s Mags/Mags+/Junior Mags membership scheme to access the OSC ticket benefit, and their details must be supplied to the Club;
 - f) OSC members without the Club’s Mags/Mags+/Junior Mags membership cannot access the ticketing benefit but may access all other OSC benefits;
 - g) each OSC must have an ‘Annual General Meeting’ (in person or electronic) to elect a committee for each season (“**Committee**”);
 - h) the Committee must consist of at least 3 (three) members, to include: a chairperson, secretary, and treasurer, elected by its members;



- i) at the first Annual General Meeting, the OSC must establish a set of rules and regulations to ensure good management and governance, and submit a copy of these rules to the Club;
- j) where an OSC changes its rules or regulations, an updated copy must be supplied to the Club;
- k) there should be at least 1 (one) Committee meeting every 4 (four) calendar months, where meeting notes of key discussion points and actions are taken. The Club reserves the right to review Committee meeting notes upon request;
- l) you must provide the Club with the OSCs bank account details or lead contact's bank account details related to OSC transactions on request;
- m) you must not use the Club's intellectual property without written approval from an authorised Club individual, including but not limited to its trademark, logos, and crest;
- n) you must provide details of all social media accounts used by the OSC;
- o) unless otherwise agreed in writing, you must use the Official Supporters' Club logo ("**OSC Logo**"), unchanged, on your OSC stationery, merchandise, and social media channels to reflect the authenticity of your OSC;
- p) provide updated contact details, details of the OSCs members, meeting venue, OSC social media handles and any other such reasonable information as the Club may request;
- q) the OSC should actively try to seek new members for their group;
- r) in order for the Club to promote your OSC activities, the OSC should provide regular content to the Club (for example, photos of meetings) by email to OfficialSupportersClubs@nufc.co.uk;
- s) all OSCs shall be for the sole benefit of its members; and
- t) all OSCs must ensure members are 14 (fourteen) or over.

3. OSCs Role

3.1. The Club expects all OSCs to:

- a) be a positive ambassador for the Club in its local area;
- b) value, promote and maintain the famous history of the Club;
- c) bring together its local members and community through a united passion for the Club;
- d) share its members' views with the Club on a regular basis;
- e) treat OSC members, and other OSCs with respect at all times;
- f) use its position to act in the greater fanbase's interest and not solely to pursue its (or individual members) own objectives;
- g) support Newcastle United Foundation and other appropriate local charitable causes where possible;
- h) not bring the Club into disrepute; and
- i) act in accordance with the Club's values (further information to be provided), which are as follows: Collaborative; Passionate; Disciplined; and Hardworking (together, the "**Values**").



4. OSC Benefits

4.1. The benefits of becoming an OSC are:

- a) the provision of a digital welcome letter on successful registration as an OSC;
- b) a digital welcome message from the Club's first team players;
- c) physical certificate sent directly to the OSC to recognise its official status;
- d) OSC flag design supplied to display at a local meeting point;
- e) access to the OSC Logo for its use;
- f) the OSC chairperson contact, meeting location, and email address will appear on the Club's website and the OSC will feature in 1 (one) matchday programme annually;
- g) the OSC will have the opportunity to be involved in nominating and voting for the OSCs 'Player of the Year' award at the end of each season;
- h) access to the opportunity to buy from a small pool of general admission Premier League match tickets (available in advance, subject to the Club's ticketing terms and conditions);
- i) access to the opportunity to buy a small pool of Premier League single match hospitality match tickets (available in advance, subject to the Club's ticketing terms and conditions);
- j) automatic entry into an annual OSC raffle to win signed merchandise (no purchase necessary);
- k) a prize for the OSC that has increased its membership the most (as a percentage) over the course of the season;
- l) access to travel guides to Newcastle and the surrounding areas;
- m) direct access to a 'Fan Engagement and Events Coordinator' from the Club to support the constructive dialogue between your members and the Club;
- n) access to an annual 'Official Newcastle United Supporters Club' digital networking event connecting the OSC with home and international fans; and
- o) access to exclusive digital events and in-person events.

4.2. With respect to any ticketing benefit provided by the Club, the following shall apply:

- a) tickets cannot be transferred;
- b) tickets cannot be used for fundraising/competition purposes;
- c) access is to Premier League home games only; and
- d) ID shall be required, as ticketing checks will take place.

4.3. As members can only be a member of one OSC at any one time, if the Club suspects that individual members are attempting to access tickets by joining multiple OSCs, the Club reserves the right to take action, and the OSC shall ensure that all its members are aware of this obligation.

5. Payment

The Club must be in full receipt of the £50 (fifty pounds) non-refundable administration fee associated with becoming an OSC prior to acceptance as an OSC ("**Fee**"). The Fee shall be paid on an annual basis. Any changes to the Fee shall be advertised by the Club in writing on its website, or via email from time to time and is payable annually in advance.



6. Intellectual Property

- 6.1. Any and all Intellectual Property Rights (as defined below) in or arising out of or in connection with the Club or these Terms and Conditions shall be owned by the Club. Acceptance by the Club of an OSC shall not grant any rights to that OSC or any of its individual members, other than as set out in these Terms and Conditions.
- 6.2. The Club grants to the OSC, the right to use the unchanged OSC Logo whilst it is an OSC and solely in connection with its membership under these Terms and Conditions. The OSC shall not sub-license, assign or otherwise transfer the rights set out herein and shall use the OSC Logo strictly in accordance with any guidelines issued by the Club. Where an OSC ceases to be an OSC for whatever reason, the right to use the OSC Logo shall immediately cease.
- 6.3. For the avoidance of doubt, these Terms and Conditions shall give no rights to any individual members of an OSC (to use in any capacity) to use any Club Intellectual Property, or the OSC to use any Club Intellectual Property other than the OSC Logo.

“Intellectual Property Rights” “Intellectual Property”, for the purpose of this clause means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

7. Data Protection

The Club processes personal data in accordance with its Privacy Policy, which can be found here: <https://www.nufc.co.uk/privacy-policy/>. All OSCs must be compliant with all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the Data Protection Act 2018, the UK GDPR and any guidance or codes of practice issued by the Information Commissioner or other relevant regulatory authority and which are applicable to the OSC.

8. Termination

- 8.1. Without affecting any other right or remedy available to it, either party may terminate these Terms and Conditions on not less than 30 (thirty) days' notice. The OSC agrees that in the event of termination, the Fee is non-refundable.
- 8.2. Without affecting any other right or remedy available to it, the Club may terminate the Terms and Conditions with immediate effect if the OSC breaches any of these Terms and Conditions.



- 8.3. All rights associated with being an OSC shall immediately cease on termination, or non-renewal of the membership.

9. Equality and Diversity

In accordance with the guidance detailed within the Equality Act 2010, the Club is committed to ensuring all supporters are treated with equality and respect at all times, and we expect the same of our OSCs. The Club reserves the right to terminate these Terms and Conditions and subsequently remove the status of any OSC found to behave in a manner that does not adhere to the above and the Club may seek further action, such as a ban, for those involved or reporting the matter to the Police.

10. Safeguarding and Welfare

The Club is committed to safeguarding vulnerable groups and expects all staff, players, volunteers, contractors, partners, and guests to share this commitment, including our OSCs. The Club expects all physical and verbal behaviour and conduct to always be appropriate, and for each OSC to be compliant with all relevant legislation with respect to safeguarding and welfare. The Club reserves the right to terminate these Terms and Conditions and subsequently remove the status of any OSC found to behave in a manner that does not adhere to the above and the Club may seek further action, such as a ban, for those involved or reporting the matter to the Police.

11. Marketing and Communications

- 11.1. If any member of an OSC is contacted by a member of the local or national media in relation to any matter which could directly or indirectly relate to or impact on the Club, the OSC shall immediately contact the Fan Engagement and Events Coordinator at (OfficialSupportersClubs@nufc.co.uk) for advice on how to respond before providing any comment on matter discussed.
- 11.2. The OSC must refrain from making any comments which are in contravention of these Terms and Conditions, or which is damaging to the Club, or any other third party.
- 11.3. OSCs agree to adhere to the Club's Values, which prohibits racism, sexism, homophobia and comments of a discriminatory nature across all social media channels, which includes OSC social channels and the channels of individual members. The Club reserves the right to terminate these Terms and Conditions and subsequently remove the status of any OSC found to behave in a manner that does not adhere to the above and the Club may seek further action, such as a ban, for those involved or reporting the matter to the Police.

12. General

- 12.1. The Club reserves the right to change these Terms and Conditions from time to time and shall notify you of such changes via the Club's website or any other appropriate means of communication if they materially affect your rights as a consumer.



- 12.2. The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 12.3. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy.
- 12.4. These Terms and Conditions and any other Club terms to which you may be subjected to from time to time constitute the entire agreement between the Club and the OSC and neither the Club nor the OSC shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Terms and Conditions which is not set out therein.
- 12.5. No other person other than the OSC or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Terms and Conditions. Nothing in these terms shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
- 12.6. These Terms and Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual disputes or claims).