



## **BHAFC SUPPORTERS' CLUB AGREEMENT**

### **PLEASE READ THESE TERMS CAREFULLY**

All Supporters' Clubs of **THE BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED and/or BRIGHTON AND HOVE ALBION WOMENS FOOTBALL CLUB LIMITED (BHAFC)**, their respective Member(s) and Representative(s) are subject to these terms and conditions (the **"Terms and Conditions"**).

### **BACKGROUND**

- A. BHAFC desires a closer, mutually beneficial relationship with its many supporters in the UK and worldwide.
- B. BHAFC wishes to achieve this by awarding Official Status to those groups of supporters willing to comply with the terms of this Agreement. The requirement to comply with these Terms and Conditions (as amended by BHAFC from time to time) is in recognition of the fact that the actions of a Supporters' Club can reflect significantly on BHAFC and its reputation.
- C. In return for being granted Official Status, Supporters' Clubs will receive the Benefits.
- D. The Agreement sets out the framework within which the Supporters' Club will be granted and can maintain its Official Status.

### **1. AGREEMENT**

- 1.1. These Terms and Conditions, together with the Supporters' Club Code of Conduct, Supporter Club Ticketing Terms and Conditions and the Sanctions Policy, form the contract between the Representative who completes the Online Form and their Supporters' Club and BHAFC (the **"Agreement"**).
- 1.2. Representative(s) must ensure that a copies of the Supporters' Club Code of Conduct, Supporter Club Ticketing Terms and Conditions and the Club Charter and the Sanctions Policy are provided and/or made available to each member of their Supporters' Club.
- 1.3. Representatives shall use all reasonable efforts to procure that all Members of their Supporters' Club and their Supporters' Club more generally, comply with the Agreement.
- 1.4. These Terms and Conditions set out and explain each party's legal rights and contain important information about the relationship between the Representative, the Supporters' Club, its Members and BHAFC.

### **2. APPLICATION AND MEMBERSHIP**

- 2.1. Supporters' Clubs shall be awarded their Official Status by BHAFC subject to:
  - 2.1.1.the Supporters' Club Representative completing the online application form on the Website (**"Online Form"**) to the BHAFC's satisfaction, agreeing to these Terms and Conditions;

- 2.1.2. payment of the annual Registration Fee in full in cleared funds by the Supporters' Club (or a Representative on its behalf);
- 2.1.3. the information and declaration submitted via the Online Form for new Supporters' Clubs or renewal for existing Supporters' Clubs ("**Information Disclosures**") is approved by BHAFC and satisfactory responses to any further requests have been provided to BHAFC; and
- 2.1.4. the Representative is sent and has received a Confirmation Email from BHAFC.
- 2.2. The Official Status of a Supporters' Club continue until terminated by either party pursuant to these terms.
- 2.3. Official Status shall be subject to the Supporters' Club complying with these Terms and Conditions and any amended or replacement Terms and Conditions issued to the Representative of the Supporters' Club by BHAFC from time to time.
- 2.4. The Representative(s) acknowledges and agree that they are agreeing to these Terms and Conditions in their own name acting as a representative of their applicable Supporters' Club and warrants that any information they provide to BHAFC (including but not limited to the Information Disclosures) is, to the best of their knowledge, true and accurate.
- 2.5. By agreeing to these Terms and Conditions, the Representative agrees and agrees on the Supporters' Club's and its Members' behalf to:
  - 2.5.1. be truthful in the assurances it will give to BHAFC at any time; and
  - 2.5.2. to give full, frank and timely disclosure of any issues it becomes aware of to BHAFC that may affect the granting or renewal of any Official Status or of conduct of any Supporters' Club Member (or former Supporters' Club Member) that may bring BHAFC into disrepute.
- 2.6. The Representative(s) shall as far as reasonably possible, procure that the Supporters' Club they are associated with and their Supporters' Club's Members comply with the terms of the Agreement and all reasonable instructions issued to them by or on behalf of BHAFC in respect of it. The Representative(s) acknowledge and agree that the Supporters' Club may be held responsible for the acts or omissions of their Supporters' Club's Members.
- 2.7. BHAFC is not responsible for any losses incurred by a Supporters' Club and/or Representative in the event that a Supporters' Club's Official Status is terminated.
- 2.8. BHAFC will not be responsible for monitoring, checking or auditing the Supporters' Clubs' compliance with the Terms and/or the Supporters' Club Code of Conduct.

### **3. BENEFITS OF MEMBERSHIP**

- 3.1. Subject to the terms of this Agreement, BHAFC agrees to provide the Benefits to the Supporters' Club.
- 3.2. The Benefits may be removed, replaced, supplemented, or amended in whole or part at any time at BHAFC's sole discretion.

- 3.3. The right to enjoy the Official Status and the Benefits is granted to a Supporters' Club by BHAFC as a single grouping. These Terms and Conditions give no direct rights of any kind to any Representative and/or Member of a Supporters' Club.
- 3.4. Any access to BHAFC Premises given to a Supporters' Club and any of its Members shall at all times be subject to compliance with applicable Terms and Conditions of Entry, Ground Regulations and Applicable Law and Regulation. BHAFC reserves the right to refuse entry or to require a Member to leave its Premises at any point for any reason whatsoever at its entire discretion including those as set forth below:
- 3.4.1. any Representative or Member who breaches the terms of the Agreement;
- 3.4.2. any individual who breaches the Ground Regulations or any of the other terms and conditions available on BHAFC's website:  
<https://tickets.brightonandhovealbion.com/screenloader.aspx?type=include&page=usercontent/documents/html/tandc.html#groundregs>;
- 3.4.3. any individual whose behaviour:
- a) is likely to be detrimental to other individual's enjoyment of an event or football match;
  - b) is threatening, violent, abusive, discriminatory or insulting towards any other supporter, Club employee or representative; or
  - c) may likely amount to a criminal offence or breach of a BHAFC policy.
- 3.4.4. any individual who is under the influence of drugs or has consumed an excessive amount of alcohol;
- 3.4.5. any individual who fails to provide a legal form of identification upon request to confirm their age or identity; and/or
- 3.4.6. any individual who fails to comply with the reasonable instructions of BHAFC and/or anyone acting on its behalf.
- 3.5. No refunds will be given in the event that an individual (Member, Representative or otherwise) is refused entry or ejected due to a breach of these Terms and Conditions.

#### 4. SUPPORTERS' CLUB LOGO

- 4.1. As part of the Benefits, BHAFC shall generate a Supporters' Club Logo for use by the Supporters' Club. BHAFC shall grant to the Representative (on the Supporters' Club behalf) a non-exclusive, revocable and royalty-free licence to use the Supporters' Club Logo and any Club IP included in the Supporters' Club name **solely in relation to the Supporters' Club's activities** in accordance with these Terms and Conditions.
- 4.2. The Representative acknowledges and agrees that BHAFC is the owner of the Club IP and neither the Supporters' Club Logo and Representative, Supporters' Club, Member or any other third party shall challenge BHAFC's claim to ownership any Club IP (or derivatives thereof). The Supporters' Club must seek prior written permission from BHAFC for any use of Club IP.
- 4.3. Any licence granted under clause 4.1 may be withdrawn by BHAFC at its sole discretion at any time independently of the termination or otherwise of these Terms and Conditions.
- 4.4. Any intended use of the Supporters' Club Logo on promotional or administrative material or on any merchandise produced strictly for its members' personal use only (and not for other sale or distribution) must only be done with BHAFC's permission. Further, neither the Supporters'

Club, any Member nor any Representative shall be permitted to commit to any binding agreement with any third party to produce Supporters' Club own use merchandising or other items bearing the Supporters' Club Logo without first getting the said clearance from BHAFC, such clearance to be entirely at the discretion of BHAFC.

4.5. In any event, neither a Representative, Member nor any Supporters' Club shall:

4.5.1. use the Supporters' Club Logo or any Club IP to generate income or which may give the impression that they are a part of BHAFC or that they represent it; or

4.5.2. apply to register or claim ownership of any trademark or other intellectual property right comprising any Club IP in whole or part and whether incorporated into the Supporters' Club's own name or logo or otherwise.

4.6. Any permission given under this clause 4 lasts only for as long as these Terms and Conditions are in force and will cease immediately upon their termination unless otherwise agreed in writing by BHAFC.

4.7. Notwithstanding the generality of the clauses 4.4 - 4.6, the Supporters' Club shall (and the Representative shall procure that Supporters' Club shall):

4.7.1. save for the Supporters' Club Logo, not use Club IP or any other Club IP in any manner or for any reason whatsoever;

4.7.2. ensure that all uses of the Club IP shall conform with the Club's instructions and these Terms and Conditions. The Supporters' Club shall, at the written request of the Club, promptly withdraw and cease use of any materials, which, in the Club's opinion, do not comply with the provisions of the Club's instructions or these Terms and Conditions. The Supporters' Club's failure to comply with such a request shall constitute a material breach of this Agreement.

4.7.3. not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the Club IP or the reputation or goodwill associated with the Club IP or the Club, or which may invalidate or jeopardise any registration of the Club IP.

4.7.4. not apply to register, or register, any copyright, trademark, design or other type of intellectual property rights for any goods or services with respect to (i) the whole or any part of the Club IP or any related materials; or (ii) any trade or service mark or any other designation which consists of, or comprises, or is confusingly similar to, the whole or any part of the Club IP; and

4.7.5. not, nor directly or indirectly assist any other person to do or omit to do anything to diminish the rights of the Club in the Club IP, or impair any registration of the Club IP.

4.8. The Supporters' Club agrees and acknowledges that all copyright and trademarks and other intellectual property rights in the Club IP (and/or any part thereof) the Club IP, together with any goodwill attached to such shall enure solely for the benefit of the Club. Should any right, title or interest in or to the Club IP, (and/or any part thereof) the Club IP become vested in the Supporters' Club (by operation of law or otherwise), it shall hold the same on trust for and shall immediately and unconditionally assign (with full title guarantee) free of charge all such right, title, interest and goodwill to the Club and execute any documents and do all acts required by the Club for the purpose of confirming such assignment. If the Supporters' Club fails to execute and deliver any such document or do any such act within 7 days of any request from the Club to do so, the Supporters' Club irrevocably appoints and authorises the Club to execute the same on its behalf as its authorised agent.

4.9. The Representative undertakes to provide such assistance to the Club (and/or its professional agents) as is reasonably requested in order to protect the the Club IP.

- 4.10. The Representative (and/or the Supporters' Club) shall promptly notify the Club in writing if it becomes aware of any suspected or actual infringement of Club IP and/or the intellectual property rights therein and/or any other unauthorised (direct or indirect) association with the Club, but the Supporters' Club agrees not to take any steps or action in relation to such infringement unless requested to do so by the Club. If so requested, the Supporters' Club shall take such steps as are reasonably requested by the Club.

## 5. DATA PROTECTION

- 5.1. The parties will comply with all applicable requirements of the Data Protection Legislation. The Representative acknowledges that under Data Protection Legislation, the Supporters' Club / Representative (as applicable) it is the controller of any personal data that it collects relating to its Members.
- 5.2. The Supporters' Club and its Representative warrant that it has the right to share any Members' personal data provided to BHAFC. In the event that BHAFC is provided with personal data relating to its Members ("**Shared Personal Data**"), BHAFC shall do so as a processor of such personal data in accordance with its privacy policy available on the BHAFC website.
- 5.3. BHAFC shall comply with all the obligations imposed on a controller under the Data Protection Legislation in relation to the Shared Personal Data, including the following:
- 5.3.1. to ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Representatives;
  - 5.3.2. to process the Shared Personal Data only for the purposes stated under its privacy policy;
  - 5.3.3. not to disclose or allow access to the Shared Personal Data to anyone other than as permitted under Applicable Law and Regulation;
  - 5.3.4. to ensure that it has in place reasonable information security measures to protect against unauthorised or unlawful processing of the Shared Personal Data and against accidental loss or destruction of, or damage to, the Shared Personal Data.
- 5.4. The Supporters' Club shall assist BHAFC in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, BHAFC shall:
- 5.4.1. assist the Supporters' Club, in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
  - 5.4.2. notify the Supporters' Club within a reasonable period on becoming aware of any breach of the Data Protection Legislation relating to the Shared Personal Data;
  - 5.4.3. maintain complete and accurate records and information to demonstrate its compliance with this clause 5.4; and
  - 5.4.4. comply with all the obligations imposed on a controller under the Data Protection Legislation in relation to the Shared Personal Data.
- 5.5. The Supporters' Club shall:
- 5.5.1. comply with the Data Protection Legislation and not do anything which could result in it or BHAFC breaching Data Protection Legislation;
  - 5.5.2. process such data only to the extent, and in such manner, as is necessary in order to comply with its obligations under this Agreement or as is required by Applicable Law and Regulation or by any regulatory body including but not limited to the Information Commissioner's Office; and

5.5.3.ensure that it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data.

## **6. LIABILITY**

- 6.1. Nothing in this Agreement is intended to limit or exclude a party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or otherwise any other losses where are not permitted to be limited or excluded by law.
- 6.2. To the fullest extent permissible in law, neither BHAFC nor any of its affiliated companies officers, employees or agents shall be responsible for (whether in tort, contract or otherwise):
- 6.2.1.any loss, damage or injury to any Participant, or to any property belonging to Participant, in or upon any facilities which you visit and/or use as part of or in relation to the Play on the Pitch Event, resulting from any cause whatsoever;
- 6.2.2.for any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever; and/or
- 6.2.3.any losses arising from any cancellation, postponement or rearrangement pursuant to these Terms and Conditions.
- 6.3. Subject to Clause 6.1, BHAFC's total aggregate liability in respect of all causes of action arising out of or in connection with this Agreement (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the total Registration Fees paid under this Agreement.

## **7. TERMINATION**

- 7.1. BHAFC may terminate this Agreement for convenience with five (5) days' written notice to the Supporters' Club.
- 7.2. BHAFC may terminate these Terms and Conditions and thus any Official Status and all Benefits immediately without notice in the event that:
- 7.2.1.BHAFC considers the conduct of a Representative, the Supporters' Club, anyone acting on behalf of the Supporters' Club and/or any Member (or former Member) of a Supporters' Club that BHAFC to have breached the Agreement in anyway;
- 7.2.2.the Supporters' Club's Information Disclosures were incorrect or circumstances mean that the information and declaration made as part of the Information Disclosures are no longer accurate and/or the Representative fails to update BHAFC of such; and
- 7.2.3.any use of BHAFC Intellectual Property by a Representative, the Supporters' Club, anyone acting on behalf of a Supporters' Club and/or any Member (or former member) of a Supporters' Club in breach of this these Terms and Conditions.
- 7.3. In addition to any right set out herein, BHAFC may terminate this Agreement immediately without notice in the event that a Member, Representative, the Supporters' Club or anyone purporting to act on behalf of the Supporters' Club or in any way associated with it:
- 7.3.1.commits a material breach of the Agreement (including any term set out in the Schedules);
- 7.3.2.does not, cannot or is about to become unable to comply with any of the Agreement in anyway;

- 7.3.3. ceases communication with BHAFC;
- 7.3.4. acts in a manner which BHAFC reasonably considers inconsistent with its ethos or values, or which may damage the reputation of BHAFC or other supporters' clubs;
- 7.3.5. misuses or threatens to misuse the Club IP or any other Benefit;
- 7.3.6. suffers a serious internal dispute between any of its individual members which threatens the existence or integrity of the Supporters' Club;
- 7.3.7. does anything which, in the reasonable opinion of the Club, is in breach (or numerous less significant breaches) of any BHAFC or sports governing body's codes of conduct for supporters applicable at the relevant time; or
- 7.3.8. does anything else which may bring BHAFC or other supporters' clubs into disrepute.
- 7.4. The Supporters' Club may terminate this Agreement at any time by giving not less than five (5) days' written notice to BHAFC.
- 7.5. Upon termination and/or expiry for any reason all rights granted under this Agreement by the Club shall end.
- 7.6. Termination of this Agreement shall be without prejudice to any right or remedy of either Party against the other subsisting at the time of termination and obligations as to confidentiality and cessation of use of Club IP.

## **8. CONFIDENTIALITY**

- 8.1. BHAFC and the Supporters' Club agree to treat personal or otherwise confidential information disclosed to each other as private and confidential and not to disclose it at any time for any reason or permit it to be disclosed to any person or persons or otherwise make use of or permit to be made use of any information relating to the other Party's business affairs or finances (as the case may be) where knowledge or details of the information was received during the period of or in connection with this Agreement.
- 8.2. The obligations of confidence referred to in this clause 8 shall not apply to any confidential information which:
  - 8.2.1. is in the possession of and is at the free disposal of the disclosing Party or is published or is otherwise in the public domain prior to the receipt of such information by the disclosing Party;
  - 8.2.2. is or becomes publicly available on a non-confidential basis through no fault of the disclosing Party;
  - 8.2.3. is received in good faith by the disclosing Party from a third party who on reasonable enquiry by the disclosing Party claims to have no obligations of confidence to the other party in respect of it and imposes no obligations of confidence upon the disclosing Party; or
  - 8.2.4. is expected to be disclosed to further the purposes of this Agreement or to allow BHAFC to further develop its offerings to fans and supporters' clubs generally.

## **9. GENERAL**

- 9.1. In performing its obligations under the agreement, the Supporters' Club shall comply with all applicable laws, statutes, regulations and codes from time to time in force (including but not

limited to in relation to anti-bribery and corruption and modern slavery) and all of BHAFC's mandatory policies as provided to the Supporters' Club in writing from time to time. The Club may terminate this Agreement with immediate effect by giving written notice to the Supporters' Club if the Supporters' Club commits a breach of this clause 9.1.

- 9.2. BHAFC reserves the right to change these Terms from time to time and shall notify the Representative if it chooses to do so. If the Representative and/or Supporters' Club fail to agree to the amended terms provided then all Agreements between the parties shall be terminated in accordance with clause 7.1. Except for any amendments made pursuant to this clause or any extension to the Agreement agreed between the parties in writing, no amendment or addition shall be made unless agreed in writing between the Parties.
- 9.3. Any such notice, demand or other communication sent shall be deemed to have been received one (1) business day after posting (when sent within the UK by prepaid first class post) or five (5) business days after posting (when sent overseas by prepaid airmail) or immediately upon such delivery (where delivered personally) and immediately on sending (where sent by email) provided no adverse answerback is received. All the above deliveries are deemed received, whether or not that is actually the case.
- 9.4. No delay by either Party in exercising any right under this Agreement shall act to impair such right or be construed as a waiver thereof. In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or illegal, the remaining provisions shall continue to apply.
- 9.5. This Agreement is personal as between the Parties, and the Supporters' Club can only assign its rights and/or obligations under this Agreement with the Club's prior written consent, which it is at liberty to withhold.
- 9.6. The invalidity or partial invalidity of any provision of these Terms shall not prejudice or affect the remainder of these Terms, 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.
- 9.7. Any contract formed will be between BHAFC and Representative(s). No other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any provisions of these Terms. 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 Act.
- 9.8. The Contract is the whole agreement between the parties and supersedes any prior written or oral agreement between them and is not affected by any other promise, representation, warranty, usage, custom or course of dealing. Save where expressly stated otherwise in this Contract, the parties confirm that neither have entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract shall exclude liability for any fraudulent statement or act made prior to the date of this agreement.
- 9.9. These Terms 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 (including in relation to any non-contractual disputes or claims).

## **10. DEFINITIONS AND INTERPRETATION**

In this Contract, the following words and expressions shall have the following meanings:

**Applicable Law and Regulation** shall mean all relevant statutes, regulations, decisions, rulings, directives, codes of practice, government policies, enactments or instruments (including national, regional, local or municipal laws or by-laws of any kind whatsoever) including (but not limited to) applicable data protection legislation and all rules and regulation of any Football Authority.

**Application Process** shall mean completion of the Online Form, compliance with the Information Disclosure requirements, satisfactory responses to any further questions from BHAFC, confirmation of agreement to the Agreement by the Representative, payment of the Registration Fee and any compliance with any other requirement specified by BHAFC.

**Benefits** shall mean the benefits provided to each Supporter Club as set out on the BHAFC Website which are subject to change and may be updated from time to time without notice.

**BHAFC Website** means the BHAFC website at [www.brightonandhovealbion.com](http://www.brightonandhovealbion.com)

**Club IP** shall mean all Intellectual Property Rights of BHAFC, including but not limited to its name, logo, crest, or other registered trademarks and of any BHAFC players, or coaches.

**Confirmation Email** shall mean communication from the Club via email officially confirming the Supporters Club's Official Status following their completion of the Online Form.

**Football Authority** means any or all of The Premier League, Football Association, the Football Association of Wales, FIFA, UEFA and any other relevant governing body of association football;

**Ground Regulations** means BHAFC's ground regulations applicable to the Ground, as amended from time to time in the BHAFC's sole discretion, which will be displayed at the Ground and available at [www.brightonandhovealbion.com](http://www.brightonandhovealbion.com) and which are incorporated into this Contract;

**Information Disclosures** shall have the meaning given to it at clause 2.1.3.

**Intellectual Property Rights** 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, rights in computer software 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.

**Member** shall mean any individual affiliated to and/or associated with a Supporter's Club.

**Official Status** shall mean the right for a BHAFC supporters' club to refer to themselves an 'official' Supporters' Club of BHAFC and benefit from the Benefits provided by BHAFC following the successful completion of the requirements set out at clause 1.

**Online Form** shall mean the online form found via the BHAFC website which supporter's clubs are required to complete in full as part of their application for Official Status.

**Registration Fee** shall mean the registration fee stated on the BHAFC Website which may be subject to change each Season.

**Regulations** shall mean the directives, by laws, rules, resolutions, regulations and guidance notes and/or any other order or direction of any Football Authority and any other body whose regulations affect the operation of this Contract from time to time in force;

**Representative** shall mean any individual who purports to act on behalf of a Supporters' Club.

**Sanctions Policy** shall mean the BHAFC Sanctions Policy which is available here: [https://assets.ctfassets.net/rrpvignygaa1/5SumLhbUtZnyhY8i5FFHfe/0fbc893feb5c746e29bc382632dbfa11/Sanction\\_policy\\_24.25.pdf](https://assets.ctfassets.net/rrpvignygaa1/5SumLhbUtZnyhY8i5FFHfe/0fbc893feb5c746e29bc382632dbfa11/Sanction_policy_24.25.pdf)

**Season** shall mean the period from and including 1 July to the following 30 June.

**Supporters' Club** shall mean a supporters' club who has had their Official Status confirmed via a Confirmation Email and complies with the terms of this Agreement.

**Supporters' Club Code of Conduct** shall mean the Supporters' Club Code of Conduct at Schedule 1 to this Agreement as updated by BHAFC from time to time.

**Supporters' Club Logo** shall mean the logo generated by BHAFC for each applicable Supporters' Club.

**Supporters' Club Ticketing Terms and Conditions** shall mean the ticketing terms and conditions at Schedule 2 to this Agreement as updated by BHAFC from time to time.

**Terms and Conditions** shall have the meaning given to it in the recitals of this document.

**Terms and Conditions of Entry** shall mean the applicable Terms and Conditions available via the BHAFC Website, here: <https://tickets.brightonandhovealbion.com/screenloader.aspx?page=usercontent/documents/html/tandc.html&type=include>

## **SCHEDULE 1 - SUPPORTERS' CLUB CODE OF CONDUCT**

BHAFC will not tolerate unacceptable conduct by supporters. Given the 'Official Status' awarded to Supporters' Clubs and the connection afforded to them, BHAFC must ensure that those connected to Supporters' Clubs are held to the requisite standards. Any conduct that brings BHAFC's reputation into disrepute shall be treated with the upmost seriousness.

Therefore, the Supporters' Club, its Representatives and Members shall ensure that:

1. comply with the terms of the Supporters' Club Agreement, the Sanctions Policy (including BHAFC's Equality Policy) and all applicable terms and conditions available on BHAFC's website;
2. ensure that people are treated equally, and with dignity and respect;
3. ensure that those within the Supporters' Club do not discriminate against people because of their race, sex, sexuality, marital status, religion, disability or age;
4. protect the good name of BHAFC and refrain from doing anything that is damaging to BHAFC and/or BHAFC staff, players, sponsors and partners, as well as other professional clubs.
5. Each Official Supporters' Club must provide a central point of contact for the Club to reach out to, as well as contact details for the members running any social media accounts or Supporters' Club websites. Any changes to the names and contact details of the persons involved in operating the Supporters' Club must be communicated to BHAFC.

**BHAFC reserves the right to withdraw the 'Official Status' of a Supporters' Club at any time with or without notice, should any Member, Representative or individual connected to a Supporters' Club has acted in bad faith, breached Supporters' Code of Conduct, the Terms and Conditions, Sanctions Policy or if they have otherwise behaved in a manner that could damage to BHAFC's reputation in anyway.**

## **SCHEDULE 2 - SUPPORTERS' CLUB TICKETING TERMS AND CONDITIONS**

Supporters' Clubs shall have access to group ticketing facility to allow members to sit together for category B and C home Premier League matches and all Women's Super League and under-23s home fixtures seating allocation subject to the following:

1. the Supporters' Club must share with BHAFC the Fan numbers and names of supporters wishing to attend a match. It is the responsibility of the Supporters' Club to ensure that it has members' permission to share this personal data with BHAFC. Members must be eligible to purchase tickets on the on-sale date for the fixture and meet any loyalty point requirements to access tickets.
2. Supporters' Clubs may choose to purchase tickets for home matches as a group, and a central application may be made. Applications must be submitted at least three (3) days prior to the first on-sale date and payment must be made in one lump sum. An administration charge of five pounds (£5) will be charged per group application, not per person. The said charge may be amended by BHAFC at any time.
3. Supporters' Clubs must each fulfil the qualifying purchasing criteria set by BHAFC at its absolute discretion from time to time in order to apply for tickets. Information on how many points are required for each on-sale date will be posted on BHAFC's website.
4. Supporters' Club members wishing to obtain group tickets must submit at least three (3) days ahead of the first on-sale date their Fan number, name, age bracket for the ticket and season ticket or membership point total.
5. As the on-sale window for each match day progresses, those who are eligible for tickets at each points break will be allocated tickets in a group with other Supporters' Club members before tickets are available to other supporters also meeting the points requirement on that particular day.
6. All tickets are subject to availability and Supporters' Club members will not get access to tickets ahead of the dates stipulated for an on-sale window. The Club may impose restrictions on the amount of tickets that may be ordered by a Supporters' Club from time to time, e.g. impose a ballot and/or restrict the number of Supporters' Clubs who can access tickets.
7. Tickets are non-refundable and non-exchangeable.
8. BHAFC may restrict the use of the BHAFC ticket reselling platform for Supporters' Club.
9. Supporters' Club Members gaining their tickets through their Supporters' Club will relinquish their personal ticket priority and will not be able to obtain additional tickets through their My Albion+ Membership.
10. The above terms are liable to be varied, removed, replaced or supplemented at BHAFC's absolute discretion from time to time without notice.