



MEMBERSHIP
TERMS AND CONDITIONS
NEWCASTLE UNITED FOOTBALL CLUB

Season 2023/24



Definitions:

“**Club**” means Newcastle United Football Company Limited.

“**Club Terms**” means the terms and conditions found on the Club’s website which relate to the service being used by the Member, which can be found here: <https://www.nufc.co.uk/terms/>.

“**Football Authority**” means each of the Premier League, The Football League, The Football Association, The Football Association of Wales, FIFA, UEFA and other relevant governing body of association football.

“**Ground**” means the football stadium at St James’ Park, Newcastle upon Tyne, NE1 4ST and all other locations owned, occupied or utilised by the Club notified to you at any time.

“**Match**” means that English Premier League football match in which the Club participates and that takes place at the Ground during Season 2023-2024.

“**Member**” the individual who signed up to the Club’s Membership scheme.

“**Membership**” the membership scheme operated by the Club from time to time.

“**Membership Card**” the digital membership e-card issued to the Member for access to the Membership benefits as outlined herein.

“**Terms and Conditions**” means these terms and conditions governing Membership.

1. Membership Purchase

- 1.1. By purchasing a Membership, you acknowledge your acceptance of these Terms and Conditions.
- 1.2. If you purchase a Membership on behalf of any other person, you shall be deemed to be acting with the consent of the Member for whom you have purchased Membership, including acting with the authority to agree to these Terms and Conditions on behalf of each Member.
- 1.3. Membership is sold on the basis of one per person. The Club shall be entitled to refuse an application from, or cancel the Membership of any Member who:
 - a) it believes is not a genuine supporter of the Club; or
 - b) does not provide the personal details or information that the Club requires to process or maintain their Membership.

2. Types of Membership

- 2.1. The Club has two official membership schemes for which eligibility is dependent on your age at the date that you apply to become a Member:



- a) Supporters aged 18 (eighteen) years and over on 1 September 2023 are eligible for membership of the Official Club Membership scheme. Official Club Membership incurs an annual membership fee of thirty-seven pounds (£37).
 - b) Supporters under the age of 18 (eighteen) on 1 September 2023 are eligible for membership of the Junior membership scheme. Junior Membership incurs an annual membership fee of twenty pounds (£20).
- 2.2. The Club also has an international Membership, subject to the same pricing and age restrictions as above, with the benefits as listed on the Club's website.
 - 2.3. Membership subscription is seasonal and will expire at the end of the relevant season of purchase.
 - 2.4. On expiry of Membership all rights and benefits of Membership will cease.
 - 2.5. The Club reserves the right to re-brand or re-name the Membership scheme or introduce additional official membership schemes at any time. Members may at the discretion of the Club be transferred onto any such additional or replacement scheme without prior notice provided always that they shall be entitled to the same or similar benefits.
 - 2.6. All Membership materials will be sent to the Member's email address (as provided by the Member). The Club is not responsible for the accuracy of this data and the Member must make sure that their contact information is always correct.
 - 2.7. The Club shall not have any liability to a Member for any late delivery or non-delivery of a Membership Card, documents or other materials resulting from the actions or omissions of any postal or email service provider.

3. Membership Benefits

- 3.1. Membership benefits are always subject to the Club Terms applicable to the services being used by the Member. The Membership benefits are advertised on the Club's website <https://www.nufc.co.uk/fans/membership/>.
- 3.2. Membership does not guarantee that a Member will be entitled to purchase a Match ticket for any game or to attend any of the Club's Matches.
- 3.3. The opportunity to purchase Match tickets will be via a ballot system; the terms of which will be notified to Members. The number of tickets permitted to be purchased for a Match, should a Member be successful in the ballot, is 1 (one) per Member.
- 3.4. All Membership benefits are subject to change at any time, and are subject to availability.



- 3.5. The Club reserves the right to vary the manner or system by which tickets for any of the Club's Matches are allocated or by which Members will qualify for such tickets, provided that reasonable notice is given to Members.
- 3.6. When seeking to enjoy the benefits of Membership, a Member may be required at any time to show their Membership Card for inspection by the Club's representatives to prove that they are a Member.
- 3.7. Neither a Membership Card nor the benefits of Membership may be transferred to any other person.
- 3.8. The benefits of Membership are as advertised by the Club, the Club reserves the right to substitute replacement products or benefits as part of Membership in place of any products or benefits advertised in promotional material.

4. Loss, Theft, Refunds and Cancellations

- 4.1. The Club may cancel the Membership of a Member and all associated benefits if they breach any of these Terms and Conditions, the Club Terms or are banned or restricted from attending any football ground (including the Ground).
- 4.2. The Club reserves the right to not refund Membership fees due to (i) late delivery of any Membership benefits, (ii) change of personnel at the Club, (iii) delays in processing Membership applications, (iv) change of venue, fixtures and other event changes including Match fixtures.
- 4.3. Membership fees are paid upon application and can be submitted anytime during a season.
- 4.4. Fees are calculated per Membership package and relate to concessions offered from time to time, pack specifics and geographic area of origin.
- 4.5. If a Membership is cancelled, whether by the Club or the Member, no refund will be paid to the relevant Member for any remaining period of Membership.
- 4.6. If the method of payment provided for Membership fails or is refused (other than as a direct result of proven fault by the Club), the prospective Member shall pay any charges incurred by the Club as a result, and Membership will be withdrawn from the Member until the Membership subscription (and any relevant charges) have been paid for in full.
- 4.7. The Club shall not have any liability to a Member for a failure to carry out or delay in carrying out its obligations under these Terms and Conditions, caused by any circumstances outside of the Club's reasonable control (including, but not limited to, default of suppliers or third parties).



5. Data Protection

- 5.1. You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative, security and legal purposes. The personal data that you provide to the Club shall be processed, stored, and transferred in accordance with the terms of the Club's then current privacy policy available at <https://www.nufc.co.uk/privacy-policy/>.
- 5.2. On entering the Ground you acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of you and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club, the Premier League, or others (including commercial partners and accredited media organisations).
- 5.3. You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of these Terms and Conditions and may also be used in accordance with the Club's CCTV and Imaging Policy, found on the Club's website.

6. Force Majeure

- 6.1. In the event of the Club being prevented or delayed at any time from performing any of its obligations under these Terms and Conditions by reason of any act, event, accident, or other happening beyond the control of the Club or which cannot be overcome by means normally employed in performance and at comparable expense, including, without prejudice the generality of the foregoing, strikes, lockouts, epidemic, pandemic, industrial disputes, riots, wars, civil disturbance, fire, explosions, storms, power failure, governmental or local authority or Football Authority regulations and requirements, loss of liquor licence and difficulties relating to venues other than the Club's own property ("**Force Majeure Event**"), any such failure or delay in performance shall not be deemed to constitute a breach of the obligations of the Club but performance of such obligations shall be suspended during the continued existence of a Force Majeure Event and all rights of the Club at the time for performance shall be extended for a period equal to the aggregate of:
 - a) the period or periods of continued existence of the Force Majeure Event; and
 - b) such further period (if any) as the Club in its sole discretion reasonably considers is required, due to repairs, maintenance, rebuilding, delays in transportation, shortage of manpower or materials or other cause directly occasioned by or attributable to the Force Majeure Event.

7. Equality and Diversity

- 7.1. 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. The Club



acknowledges its duties and responsibilities as defined by the Equality Act 2010 to ensure that supporters and anyone connected with the Club is protected from discrimination, harassment and victimisation. The Club expects all supporters to share this commitment and requires that their behaviour reflects this at all times. The Club reserves the right to eject and subsequently remove the Membership of any supporter 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.

- 7.2. The Club will proactively work with supporters who feel they have not been treated equally or fairly and commits to taking a balanced and fair approach to the resolution of individual issues or complaints.
- 7.3. In accordance with the Equality Act 2010 the Club will make adjustments in respect of access for supporters with particular needs or disabilities as far as is reasonably practicable. Reasonable adjustments are benchmarked against legislative guidance, industry working practices and guidance, and business and time constraints.

8. Safeguarding and Welfare

- 8.1. You acknowledge the Club is committed to safeguarding vulnerable groups and expects all staff, players, volunteers, contractors, partners, and guests to share this commitment.
- 8.2. The Club believes all staff, players, volunteers, contractors, partners, and guests have a responsibility to report to the Club any concerns they have about the welfare of any child, or adult at risk.
- 8.3. You acknowledge that the Club has in place a Safeguarding Policy to ensure as far as reasonably practicable all staff, players, volunteers, contractors, partners and guests are treated appropriately, respectfully and safely.
- 8.4. You acknowledge the Club expects your physical and verbal behaviour and conduct to be appropriate at all times and of a manner that maintains the Club's safeguarding approach outlined in clauses 8, 8.1 and 8.2.
- 8.5. You acknowledge that should your behaviour be deemed as breaching clauses 8, 8.1 or 8.2, the Club reserves the right to take appropriate action which may include involving external organisations such as the Police or Local Authority Social Care Services in such action, if deemed necessary.
- 8.6. You acknowledge that, in accordance with the Licensing Act 2003, other than for use as a through pass to the seating area as no alternative route is available, children or young people aged under 16 (sixteen) years of age are not, at any time, permitted to be in licensed bar areas of the Ground without being accompanied for the entire duration they are present in the area by a responsible person aged eighteen years or older.



9. General

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. The Terms and Conditions and Club Terms constitute the entire agreement between the Club and the Member and neither the Club nor the Member 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.
- 9.5. Notwithstanding any other provision in these Terms and Conditions and with the exception of any Football Authority, no other person other than you 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.
- 9.6. 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).