



## **Pro Club Partnership Terms and Conditions**

### **1.Context**

Club Legends will organise with your club or organisation a free professional green screen photo day to provide all members of your club or organisation the opportunity to have professional photographs taken. One free photo day will be completed on agreement with the club subject to availability on an annual rolling basis. Club Legends will provide the club with commercial and marketing imagery to the value of the agreed partnership offer selected. This may change on a periodic basis.

### **2.Period covered**

The agreement will be for period *selected under terms of contract by either 2 or 4 year terms* unless extended by mutual agreement or terminated in accordance with section 6

### **3.Principles of partnership**

All members are expected to agree to our principles of partnership. These are set out at Annex A.

#### **3.1 Communications**

Communication will be handled over WhatsApp, email and by telephone.

#### **3.2 Decision making**

The main club or organisation official will be our main contact and will agree a date for the photo day in agreement with Club Legends subject to availability and will be completed between September 1st – 5th May on an annual basis. All photo days must be completed a minimum of 8 weeks prior to the required trophy delivery date.

#### **3.3 Resolving problems**

Where there is a conflict, dispute of difference within the partnership, in the first place we will try to resolve the matter through senior members parties concerned. If there is still no resolution, then we will involve a third party. *This will be another member of the partnership / the accountable body / the funding body / an independent body.*

### **4.Membership roles and responsibilities**

## **4.1 Range of services**

Each partner will deliver the services as set out in Annex B

## **4.2 Quality standards**

The partnership will adopt the following quality standards, Club Legends to provide a professional service to all members of the club. This will include all communications between Club Legends staff and the Club or organisation, quality of photography provided and after sales support for Club or organisation's members. The Club or organisation will provide suitable venue space (indoors with power and at least 15 feet square and 9 feet high minimum) and all required data at least two weeks in advance of the Photo-day for scheduling purposes.

## **4.3 Sub-contracting (if relevant)**

Club Legends will use a qualified Photographer and admin assistant who are CRB/DBS checked and clear. All equipment used will meet our minimum specification to provide high quality, studio grade images.

## **4.4 Insurance requirements**

Each partner is responsible for maintaining relevant insurance policies including public liability, employer's liability and professional indemnity

## **4.5 Health and safety**

Each partner is responsible for the health and safety of their staff, volunteers and beneficiaries (where relevant) in accordance with their health and safety policy and should have suitable risk assessment systems.

## **4.6 Data protection**

All partners should comply with the requirements of the data protection act. Any data held by Club Legends is done in line with all relevant guidelines and legislation.

Further details and the full data policy can be found here: [Privacy and Data Protection Policy](#)

## **4.7 Equal opportunities**

All partners must have a written equal opportunities policy that outlines the arrangements that are in place to ensure staff, volunteers and beneficiaries are treated fairly and protected from bullying and harassment.

## **5 Financial arrangements**

### **5.1 Photo day**

The photo day is provided free of charge from Club Legends on a pre-arranged date. To unlock the partnership, we require the full club attend the photo day to be photographed. We have a dedicated photo day operations department to help with this and working together with the support of the club, we typically achieve over 90% attendance. The club in turn will provide the facilities required to facilitate the photo day in terms of room space and power.

## **5.2 Additional days**

Additional photo days are available on request but will cost £120.00 + vat per day

## **5.3 Cancellation of a pre-arranged photo day**

If the Club or organisation wish to change a pre-arranged photo day Club Legends must be given at least 14 days' notice informing them of a new suitable date and venue. Should the partner wish to cancel the event without a new date being agreed and is within 14 days from the photo date the partner will be liable for costs of £120.00 plus VAT chargeable for photography booking costs and is non-refundable.

## **5.4 Trophies**

The Club must buy trophies with club legends in the seasons whereby the trophies are not FREE. Club Legends promises to keep this pricing in line with your current spend and budget and not overcharge by any excessive amount.

## **5.5 Free Participation Trophies**

These are awarded in year 2 and year 4 subject to partnership status. 1 Free participation trophy is awarded to each player photographed subject to a minimum of 90% photo day attendance. The trophy awarded in year 2 will be a 150mm personalised falcon trophy or alternatively a £6.00 trophy voucher per qualifying member. All special awards must be purchased with Club Legends and are available to partners at a discounted rate.

## **5.6 Free Trophies additional charge**

For any member not photographed, trophies will be charged at the usual discounted rate. The free trophy voucher can be used against any partner trophy available, which will be available at a discounted rate.

## **5.7 Delivery Charges**

Delivery Charges apply to all trophy orders, including FREE Participation trophies.

## **6 Terminating this agreement**

### **6.1 Giving notice**

A member of the partnership may terminate their membership by *given written notice to the other party.*

## **6.2 Breach of agreement**

If there is a breach of this partnership agreement the lead partner will endeavour to resolve the matter swiftly and in writing. The partner in breach may have their membership suspended during this time in which case they will not be able to act on behalf of the partnership. If the breach cannot be rectified, the member may be asked to leave.

## **Annex A**

### ***Partnership Guiding Principles***

As a partnership we agree individually and collectively to adopt the following guiding principles which we believe will improve our services.

#### *Openness and transparency*

We will adopt the principles of openness and transparency in all aspects of its operation and communication. This means that we will share information in a timely and accurate manner; that we will raise issues and problems as soon as possible and work creatively and constructively to find a resolution and that we will raise questions and queries promptly and share knowledge and expertise.

#### *Sharing good and best practice*

We recognise that each of us has something to give to the partnership and that equally we have something to get from it. We will share learning through identifying good and best practice. Each partner will be encouraged to adopt best practice that they see elsewhere and to share examples widely within the partnership for the benefit of everyone.

#### *Commitment to high standards and continuous quality improvement*

We are committed to delivering high quality services and will work to ensure continuous quality improvement of our service provision. This means that we will set and expect high standards which we will monitor. We will support each other to develop our collective standards and where appropriate we will set challenging but realistic quality improvement targets. We will welcome external inspection as an opportunity to verify our internal quality assurance and quality improvement standards.

#### *Operate sound business practices*

We start off from the premise that we are all successful organisations with a need to generate income and receive fair financial recompense for our contributions. We will work hard to ensure that partnership resources are distributed fairly and reflect the input that we each make. We will be efficient in how the partnership operates. For example, we will use technology where we can, we will supplement face to face meetings with on-line communication and we will keep paperwork and bureaucracy to a minimum.

### *Commitment to flexibility*

As a new partnership we acknowledge that we have much to learn from each other and that there may be times when things do not go according to plan or to expectation. We will therefore be flexible in terms of how we operate and be prepared to make changes, often at short notice. We will also demonstrate our commitment to flexibility in terms of our relationships with each other and will endeavour to learn about the different constraints placed on each of our organisations and how these affect how we operate.

## **Annex B**

### **Individual Partner Responsibilities**

Club – provide list of teams, player names and parent or guardian mobile phone number and email address. This can be supplied from a central database or via the use of our secure data collection app. Data is held securely in line with our data protection policy as detailed in section 4.6