

# Membership Application Form



The 2018 Bristol International Balloon Fiesta takes place between 9th - 12th August 2018 at Ashton Court Estate Bristol

## Please complete this form and return to

Bristol International Balloon Fiesta Ltd, c/o Richmond Event Management, 59 Prince Street, Bristol, BS1 4QH

### Please consider (full company name) for membership

## Contact details

### Type of business

### Contact name and title

### Address and postcode

  

### Phone

### E-mail

## Declaration

I/we have read, understood and accept the Terms and Conditions, overleaf

### Signature

### Name (BLOCK CAPITALS)

### Date

#### Bronze Membership

I enclose my cheque for £2,500 plus VAT

Please invoice me for £2,500 plus VAT at the address above

#### Silver Membership

I enclose my cheque for £5,000 plus VAT

Please invoice me for £5,000 plus VAT at the address above

#### Gold Membership

I enclose my cheque for £10,000 plus VAT

Please invoice me for £10,000 plus VAT at the address above

# Membership Application Form

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- 1 Application for membership of the Bristol International Balloon Fiesta Members' Club 2018 ("the Club") for the Bristol International Balloon Fiesta ("the Fiesta") for 2018 is accepted at the absolute discretion of the Bristol International Balloon Fiesta Limited (registered number 7107814) of Cushy Dingle, Watery Lane, Llanishen, Chepstow, Monmouthshire NP16 6QT ("BIBF").
- 2 Applications to be made on the appropriate form available from BIBF. Membership will commence on 1 January 2018 (or from the date of acceptance of application if later) ("the Term") and end on 31 December 2018. BIBF takes no responsibility for applications delayed, incomplete, misdirected or lost for technical reasons or otherwise.
- 3 Only one application may be made by any entity or person.
- 4 Each successful applicant ("the Member(s)") will be notified by post or by email and the decision of BIBF is final.
- 5 A subscription fee of £2,500 (plus VAT) for Bronze Membership, £5,000 (plus VAT) for Silver membership or £10,000 (plus VAT) for Gold Membership ("the Fee") is payable to BIBF and is non refundable. The benefits of membership for the Term will commence once the Fee has been received in cleared funds by BIBF.
- 6 Subject to these terms and conditions BIBF will provide to each Member the following:-
  - On-site branding for Members at the Fiesta between 9-12 August 2018 inclusive;
  - Acknowledgement of Members' support by listing names and logos in any 2018 Fiesta Official Programme and on the business sponsors' page of the 2018 Fiesta website. Members' names will also be displayed on a rotational panel on the Fiesta website home page;
  - Non exclusive royalty free licence to use the "Bristol International Balloon Fiesta Bristol Club 2018" logo ("the Logo") for non commercial purposes such as marketing, communications, promotional media and brochures in connection with the 2018 Fiesta only from date of Membership until 31 December 2018;
  - Public announcements thanking Club members for their support during the 2018 Fiesta.
- 7 Additional Benefits for Bronze membership
  - Six tickets on 9 August 2018 for the VIP Night Glow Reception;
  - Six tickets on 10 August 2018 for the Business Breakfast;
  - VIP entrance tickets for six people for each of 11-12 August 2018 inclusive.
  - VIP tickets provide access to the arena and the VIP marquee located close to the arena with complementary tea and coffee facilities and a cash catering and bar facility;
  - On-site VIP parking tickets for three vehicles for 9-12 August 2018 inclusive;
  - Balloon flights for two guests
- 8 Additional Benefits for Silver Membership
  - Eight tickets on 9 August 2018 for the VIP Night Glow Reception;
  - Eight tickets on 10 August 2018 for the Business Breakfast;
  - VIP entrance tickets for eight people for each of 11-12 August 2018 inclusive.
  - VIP tickets provide access to the arena and the VIP marquee located close to the arena with complementary tea and coffee facilities and a cash catering and bar facility;
  - On-site VIP parking tickets for four vehicles for 9-12 August 2018 inclusive;
  - Exclusive use of a hospitality pod for a day of your choice during the Fiesta;
  - Balloon flights for four people
- 9 Additional Benefits for Gold Membership
  - Ten tickets on 9 August 2018 for the VIP Night Glow Reception;
  - Ten tickets on 10 August 2018 for the Business Breakfast;
  - On-site VIP parking tickets for five vehicles for 9-12 August 2018 inclusive;
  - Exclusive use of a hospitality pod for the entire Fiesta;
  - Balloon flights for six people
- 10 BIBF shall not be prevented from granting any other sponsorship rights in the Fiesta to any other persons.
- 11 BIBF reserves the right to use the details of Members, their photographs and audio and/or visual recordings of them in any publicity. For the avoidance of doubt any personal data relating to Members will be used solely in accordance with current applicable data protection legislation and will not be disclosed to a third party without the individual's prior consent.
- 12 The Logo and any reference to or use of the BIBF and/or the Fiesta and/or the Club shall be appropriate, in the opinion of the BIBF, and shall not be used, published or circulated without prior written approval of BIBF. All intellectual property rights arising from or in relation to the Logo and/or the BIBF, and / or the Fiesta and/or the Club are vested in and remain vested in BIBF and shall not pass to or be otherwise licensed or exploited by or on behalf of any Member or any other person without the prior written approval of BIBF.
- 13 Any Member's name, logo, description, marketing, communication or promotional media or otherwise used, published or circulated in connection with the Logo and/or the Fiesta, and/or the Club and/or the BIBF shall be appropriate and subject to the prior written approval of the BIBF.
- 14 Members consent to their details being used by BIBF for marketing purposes on acceptance of their membership application for the Club. Any Member not wishing to receive any further communications from BIBF must confirm this in writing to BIBF.
- 15 BIBF do not accept any responsibility for any damage, loss, injury or disappointment suffered by any Member whether as a result of membership or as a result of accepting or failure to accept or use any benefits of membership.
- 16 In the event that for whatever reason BIBF are unable to deliver any of the rights BIBF may at its discretion substitute alternative rights but gives no warranties or guarantees as to the location of or amenities (if any) provided as a substitute.
- 17 Each Member agrees:
  - that it will pay the Fee promptly;
  - it will use all rights of membership granted at all times in a manner consistent with the good name, goodwill, reputation and image of BIBF and the Fiesta itself and will not use or allow such rights to be used at any time to discredit the same;
  - BIBF has the right to remove or require removal of any material which in its opinion is not suitable or is objectionable or incompatible with the BIBF and/or the Fiesta;
  - that the benefits of membership and any tickets and passes and any other items supplied are personal and not transferable, not exchangeable and shall not be sold, assigned or transferred and shall not be purchased or obtained from or through any person otherwise than directly from BIBF;
  - 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 BIBF and shall at all times comply with and shall procure that its guests, employees, and other representatives comply with these terms and conditions (as varied from time to time by BIBF), and such other rules and regulations as BIBF shall from time to time make for the control, order or regulation of the Fiesta as a whole and / or the members of the Club, and all other applicable laws and regulations;
  - to abide by and work with the requirements of the Fiesta press office.
- 18 BIBF shall have no liability for the acts or omissions of Members, their employees, agents, representatives or guests.
- 19 Certain conditions are required for aeronautical events including aircraft displays, hot air balloon tethering, take off, flying and landing and no guarantee is given that all or any hot air balloons will be tethered and/or take off and/or fly at the Fiesta, nor that any aircraft displays will occur nor that the Fiesta will be held in part or in its entirety. BIBF shall have no liability arising out of the occurrence of any one or more of these events.
- 20 If for any reason beyond the control of BIBF (including acts of God), the Fiesta does not take place in whole or in part then BIBF shall have no liability to any Member and shall not be required or obliged to refund any Fee or any other consideration supplied.
- 21 BIBF, its officers, employees, agents and representatives shall have no liability whatsoever in respect of all and any action, claim, demand, proceedings, costs, expenses, fines, penalties, loss or damage whatsoever arising or resulting from or connected with the loss injury or damage sustained by or to any third party, any refusal by insurers to meet in full or in part any claim, any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under any express terms of these terms and conditions or otherwise for any loss of profit, business, opportunity, goodwill, revenues anticipated or other loss or any indirect special or consequential loss or damage caused by negligence, breach of contract, tort, breach of statutory duty or otherwise arising out of or in connection with membership. Nothing shall exclude the liability of BIBF, any Member or any other person for death or personal injury as a result of its negligence.
- 22 Each Member for itself and all those for whom it is directly or indirectly responsible shall indemnify BIBF its officers, employees, agents, representatives and sub-contractors 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 BIBF its officers, employees, agents representatives and subcontractors arising from any breach of or from failure to abide by its obligations to BIBF or from any act or omissions on the part of the Member and/or those for whom it is responsible.
- 23 If any Member fails to comply with its obligations, BIBF may forthwith on notice given in writing to the Member by hand or sent by prepaid post to the last known address terminate membership forthwith and the rights granted, without obligation to refund the whole or any proportion of the Fee, and with no other obligation or liability to the Member in respect of such termination.
- 24 Members are responsible for taking out adequate insurance cover against cancellation, abandonment or postponement of the Fiesta as they see fit.
- 25 Failure to enforce any of these terms and conditions shall not be deemed or construed to be a waiver of such term or condition at the relevant time or for the future or for any subsequent breach thereof.
- 26 Any dispute, difference or question arising in relation to membership shall be determined by the Board of BIBF in its absolute discretion.
- 27 Nothing in these terms and conditions shall be construed as creating an association, partnership, joint venture, or relationship of agency or employment between BIBF and any of the Members.
- 28 Membership and these terms and conditions are governed by English law and subject to the exclusive jurisdiction of the Courts of England and Wales.