

- 1.6 ensure that it complies with all applicable laws, regulations, decrees, orders, judgments, and decisions of the competent authorities, licences and permits required under this Agreement and to comply therewith generally.

and that it has all necessary resources, personnel, and facilities for the Event, to meet its obligations under this Agreement

2. The Sponsor's responsibilities

The Sponsor undertakes:

- 2.1 to pay the Organiser the amounts set out in the Schedule;
- 2.2 to provide the Organiser with suitable hard or electronic copies of the Sponsor Design Materials;
- 2.3 to permit the Organiser to use the Sponsor's Designations as necessary to enable the Organiser to provide Promotion and Event Services, and to host, organise, and/or manage the Event, but does not grant the Organizer any other right or licence in relation to the Sponsor's Intellectual Property Rights;
- 2.4 that the Organizer's use of the Sponsor's Designations in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party; and
- 2.5 to advertise or make reference to the Sponsor's sponsorship of the Event only if such reference does not contain any negative comment about the Organiser.

3. Circumstances beyond the control of either party

If the Organizer or the Sponsor ("party") is prevented from performing any obligation due to circumstance beyond its reasonable control ("Force Majeure"), that party shall not be considered to be in breach of this Agreement.

4. Termination

4.1 For force majeure

- 4.1.1 Where there is a result it reasonably appears to either party that the Event cannot commence, or cannot continue until the date contemplated by this Agreement, either party may at that time terminate this Agreement by written notice to the other party.

- 4.1.2 If, at the time the Event is terminated, the Sponsor has not commenced;

- 4.1.2.1 either

- none of the amounts payable by the Sponsor shall be payable, and if any has been paid it shall be repaid to the Sponsor; or

- 4.1.2.2 the Event has commenced and Promotion activity has provided the Sponsor with a substantial part of the benefit contemplated by this Agreement

Sponsor
provid
and a
reason
Sponsor

ard to that part of the benefit
of it shall be and remain payable,
over and above the fair and
be promptly returned to the

4.2 For no good reason

If the Organizer cannot
and there is no breach
do so by notice to the
Fee, and the Organizer

when there is no Force Majeure
the Sponsor, the Organizer may
retain or receive any Sponsorship
any of it previously paid.

4.3 For breach

Either party may terminate
other commits any breach
(including failure to
days after being given
to be remedied. Upon

by giving notice to the other if the
ation under this Agreement
fails to remedy it within <<14>>
days of the breach and requiring it
the party in breach is:

4.3.1 the Organizer
Fee,

in or receive any Sponsorship
turn any of it previously paid; or

4.3.2 the Sponsor
retain
that
so.

will remain entitled to receive and
Fee, and if the Sponsor has not at
Organizer, it will promptly then do

5. Confidentiality

Except as the parties may otherwise
party undertakes to the other to keep
use it only if and to the extent necessary
such confidential information to any
information which is in the public domain

any particular information, each
confidential information of the other, to
agreement, and not disclose any
making shall not apply to any
due to a breach of this undertaking.

6. Data Protection

6.1 For complete details
retention of personal
personal data is used
Party's and third party
sharing (where applicable)
of the First Party. Except
request][has been provided]

collection, processing, storage, and
limited to, the purpose(s) for which
uses for using it, details of the Other
exercise them, and personal data
should refer to the Privacy Notice
[is available from it on
the Schedule].

6.2 [All personal data to
this Agreement shall
Sharing Agreement
pursuant to this Agreement]

Party with the Other Party under
the terms of the Data
of this Agreement by the Parties

7 Notices

Any notice to be given under this Agreement
signed by or on behalf of whoever
class post letter as follows:

any to the other shall be in writing,
sent by email or by hand or first

- 7.1 To the Sponsor, to [insert postal address]; or
7.2 To the Organizer, to [insert postal address].

8 General

- 8.1 This Agreement shall be the entire contractual relationship provided for in this Agreement and shall not be a partner, agent, employee, or joint venturer of the other party.
- 8.2 This Agreement is not intended to create any obligation or rights under it may be assigned, sub-licensed or otherwise delegated except as set out in writing.
- 8.3 Except as set out in writing, the parties have not agreed any other terms, responsibilities or obligations in relation to the Event or the Promotion, nor will any statements or promises made to it be binding on the other party to this Agreement.

If you propose to add/amend anything in this letter, but instead let me know, and I will let you know one for you to sign.

However, if you are content with the terms of this Agreement, please return *one* copy to me as soon as possible.

Yours faithfully,

for and on behalf of
<<insert name of Sponsor>>

To: <<insert name of Sponsor>>

The Organizer agrees to the terms of the attached Schedule/s

(signed)

for and on behalf of
Full name of <<insert name of Organizer>>

Dated:

(Note: This is the date from which the Agreement becomes effective)

1. **“The Event”** means a single event to be held at the place at the Venue on <<insert date>> consisting of [insert details]

2. **“The Venue”** means [Insert details of place where Event will take place, and indicate parts of the Venue that will not be used for the Event. This could cover, for example, hall/s, road/s, path/s, entrance/s. Alternatively, a plan showing the layout of the Venue.]

3. **“The Promotion”** means the Organizer of the following Promotional Materials, drafted by the Organizer:

[The Promotional Materials “A” are to be displayed at [insert details of internal/external locations] at the Venue:
[attach copies of relevant materials].]

AND/OR

[The Promotional Materials “B” are to be distributed at the Venue:
[attach copies of relevant materials, e.g. programmes, literature].]

AND/OR

[The Promotional Materials “C” are to be used in relation to the Event, at the Venue and elsewhere:
[attach copies of relevant materials, e.g. advertisements, admission tickets, stationery]
and they are to be used in accordance with the following details of where and how to be used]

4. **“Event Services”** means the services provided by the Organizer for and at the Event to be provided for the official guests of Sponsor, including, for example, details of hospitality for them, car parking for them, etc.]

5. **“The Sponsorship Fee”** means the fee payable by the Sponsor >> and it will payable in full [at the time of signing this Agreement]

OR

[no later than [7] days prior to the Event]

This amount is exclusive of VAT. If VAT is applicable, it shall be added to it at the current rate, and the Sponsor shall be responsible for the payment of VAT only on receipt of a VAT invoice.

[Note: If a deposit is to be paid initially, the above wording will need to be modified to reflect the date/s when it is to be paid.]

6. **“The Sponsor Designation”** (which it requires)

These might be, for examples, the
and any accompanying artwork, design

7. **“Intellectual Property Rights”**
Designations belonging to the Sponsor, including, for example, copyright, trade/service marks (registered or unregistered), domain names, goodwill, or rights in the Schedule.

[attach copy of the Privacy Notice]

payable later instead, the above date/s when it and the balance is

copy of items referring to Sponsor’s (3)” above).

service mark, other marketing signs,

ual property rights in the Sponsor including, for example, copyright, rights to sue for passing off, domain n. Other terms, are defined in the

6 of the Letter Agreement refers]

S

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