- SINGLE EVENT)

SPONSORSH

THIS AGREEMENT is made

BETWEEN:

- (1) <<Name of Sponsor> under number <<Com OR [of] <<insert Addre</p>
- (2) <<Name of Organizer under number <<Com
 OR [a charity [regis
 England & Wales |
 Address>> ("the Organ

A

d in <<Country of Registration>> er>> whose registered office is at]

ed in <<Country of Registration>> er>> whose registered office is at] th the Charity Commission of y Number>>]] OR [of <<insert

WHEREAS:

- (1) The Sponsor wishes to by the Organizer and business of the Sponsor
- (2) The Organizer wishes Sponsor as the comm financial support for the

to be hosted, organised, and run fits which promote the name and

d run that event, to appoint the ent, and to receive the Sponsor's

IT IS AGREED as follows:

- 1. Definitions and Interp
 - 1.1 In this Agreeme expressions have

"Business Day"

"Confidential Information"

"Event"

"Event Services"

otherwise requires, the following

(other than Saturday or Sunday) ary banks are open for their full business in England & Wales

tion to either Party, information ed to that Party by the other Party n connection with this Agreement or in writing or any other medium), nature confidential or is expressly tarked as confidential

event detailed in Schedule 1

ies to be provided and activities to y the Organizer for the benefit of relation to the Event detailed in "Force Majeure"

"Intellectual Propert Rights"

yr na e nt ct e or

e following: power failure, natural re unseasonal adverse weather, gislation, governmental action, n any necessary consent, or any ether similar or dissimilar to any of by within the reasonable control of ned

yright and related rights, trade narks, trade, business and domain trade dress or get-up, rights in e for passing off, rights in designs, ntial Information, moral rights, and ctual property rights, in each case ed or unregistered and including or, and renewals or extensions of, all similar or equivalent rights or on in any part of the world

ople in attendance at the Event or are acting on behalf of the ting or running the Event

se materials, as detailed in oduced by the Organizer or the ting or relating to the Event, and press/poster/on-line/website or other publicity items, literature, admission tickets.

"Organizer's Staff"

"Promotional Materi

"Sponsor Designation

"Sponsor's Guideling

"Sponsor Promotion

"Sponsorship Fee"

signation/s of the Sponsor, as dule 3, such as the name and any s business, trade, or profession, o line, trade or service mark unregistered), together with any artwork, design, slogan, text and marketing signs of the Sponsor, I Schedule 3, together with all erty Rights of the Sponsor therein

idelines, if any, as the Sponsor to the Organizer for use of the ations

be taken by the Organizer to nsor, as detailed in Schedule 4

s] detailed in Clause 4 payable by sponsorship for the Event and for

"Sponsor Self Pron Statement"

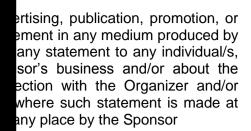
"Venue"

1.2 Unless the conte

- 1.2.1 "writing", communi similar me
- 1.2.2 a statute provision
- 1.2.3 "this Agre Schedule
- 1.2.4 a Schedu
- 1.2.5 a Clause (other that and
- 1.2.6 a "Party"
- 1.3 The headings us have no effect up
- 1.4 Words imparting versa.
- 1.5 References to ar
- 1.6 References to pe

2. The Organizer's oblig

- 2.1 In return for Organizer shall
 - 2.1.1 appoint
 - 2.1.2 host, or
 - 2.1.3 provide
 - 2.1.4 use rea hosting.
 - 2.1.5 provide
 - 2.1.6 deliver containi Organiz
- 2.2 In relation to the



or][and][outdoor] premises where take place, which are situated at tress>>:

ch reference in this Agreement to:

sion, includes a reference to any onic or facsimile transmission or

te is a reference to that statute or ed at the relevant time;

this Agreement and each of the nented at the relevant time;

greement;

nce to a Clause of this Agreement aragraph of the relevant Schedule;

ne parties to this Agreement.

re for convenience only and shall his Agreement;

shall include the plural and vice

e other gender.

brations.

sion of the Event Services

or of the Sponsorship Fee, the

of the Event;

t;

providing the Event Services and the Event;

onsor Promotion;

end of the Event any material nations in the possession of the

hall:



2.1.7 ensure Venue a arrange

- 2.1.8 comply attached health a
- 2.1.9 not use Sponso Sponso
- 2.1.10 use Sp for the Agreem
- 2.1.11 not do promotio reputatio Sponsol Designa
- 2.1.12 not mak Sponso the Spo
- 2.1.13 ensure Organiz asked t contact
- 2.1.14 [be perr

OR

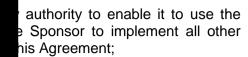
[not hav

in relation

2.1.15 permit t Self Pro details within t objectio

3. Licence to the Organ Sponsor of material of

- 3.1 The Sponsor g Sponsor Design to sub-Clauses
- 3.2 Use of the Sporeasonably nec
 - 3.2.1 provide Sponsor
 - 3.2.2 host, or



regulations and any conditions sents issued (including regarding urity measures at the Venue);

r referring to the Event and the ne Sponsor or approved by the

follow any Sponsor's Guidelines nt and in accordance with this ther use of Sponsor Designations;

or in relation to the Event or its anagement likely to harm the taching to, the Sponsor, or any nt of the Sponsor to any Sponsor

/ person or the public about the less, products or services unless oval for such statement:

of the public enquiring of the atter concerning the Sponsor are direct and are given the following <insert name and address>>

itional sponsor/s]

ship]

nsor's expense, to make Sponsor e Sponsor has previously given it ents and the Organizer has not ss Days made any reasonable

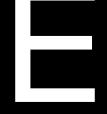
signations and provision by the ignations

he non-exclusive right to use the of this Agreement, on and subject

rmitted only as, and to the extent, anizer to:

n and Event Services for the

t.



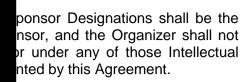
- 3.3 All Intellectual sole and exclusion acquire any rig Property Rights
- 3.4 At least 14 day the Organizer to
 - 3.4.1 Sponso Material [electror
 - 3.4.2 Sponso [and]
 - 3.4.3 [a copy
 - in each case a purposes of, and

4. Fees and Payment

- 4.1 In consideratio
 2, the Sponsor
 Sponsorship Felater than <<7>
 in sub-Clause 4
- 4.2 The Sponsor percentage>>% Agreement. Fo Sponsorship F Business Days
- 4.3 If this Agreeme of the Event, n Fee shall be pa
- 4.4 Except as state for either bearing representing su
- 4.5 All amounts of VAT is charge amount of Spo and the Spons VAT only upon VAT.

5. Variation and Amend

- 5.1 If due to Forc change to the make changes
 - 5.1.1 notifies details of
 - 5.1.2 uses reand



Event, the Sponsor will provide to are or are to be attached:

ed by the Organizer in Promotional Agreement) in appropriate sizes; [and]

nents produced by the Sponsor;

ies].

he Organizer to use them for the Agreement

ng its obligations set out in Clause zer a fee of £<<amount>> as the time of signing this Agreement][no the start of the Event] [as set out

ganizer a deposit of <<insert Fee upon the signing of this is Agreement, the balance of the Organizer no later than <<7>>> vent.

- Business Days prior to the start ses 4.1 and 4.2, the Sponsorship f signing.
- Sponsor shall not be responsible sing to the Organizer any amount

ated exclusive of VAT and if any it shall be added to the stated rent rate of VAT then applicable, orship Fee together with the said voice for the Sponsorship Fee and

Organizer, it has to make any ents relating to the Event, it may

f both the need for changes and

keep such changes to a minimum;



5.1.3 seeks t as reaso

- 5.2 If for any reas needs or wish relating to the adverse effect details of the pr
- 5.3 If the Sponsor would be likel reputation, bus reduction of the within 5 Busin terminate this A
- 5.4 Upon terminati cease to be pay by the Organize

6. Liability and Indemni

- 6.1 The Sponsor v
 Sponsor Designany Intellectual
 Sponsor shall
 against all clair
 costs), expense
 that such use b
 that third party,
 - 6.1.1 the Org party cla
 - 6.1.2 allows to proceed
 - 6.1.3 provides requires of provides
 - 6.1.4 not, with relating
- 6.2 The Organizer policy for the E or death of ar Organizer shall Sponsor on a documentary er payment for the
- 6.3 Nothing in this death or perso employees whil
- 6.4 Subject to Clau
 to the other p
 (including negli
 other claim whi
 anticipated rev

ngements as close to the original cumstances.

ajeure affecting the Organizer, it es to details of or arrangements o if they would have no material notifies the Sponsor beforehand of

that any of the notified changes material effect on it and/or its ses, and/or to cause a substantial ement, it may then or at any time anizer notifies it of the changes, se to the Organizer.

5.3, the Sponsorship Fee shall usly paid shall be repaid forthwith

r that the Organizer's use of any th this Agreement will not infringe third party, and accordingly the emnified the Organizer from and sts (including all reasonable legal arising out of any third party claim the Intellectual Property Rights of

notifies the Sponsor of any third wishes to rely on the indemnity;

st, to conduct all negotiations and im;

ach assistance as the Sponsor reasonable cost to the Organizer e reimbursed by the Sponsor; and

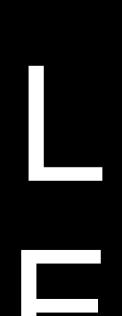
he Sponsor, make any admission settle it.

e out a comprehensive insurance public liability insurance for injury its or others in attendance. The Sponsor, note the interest of the oduce upon reasonable demand uired insurance cover and proof of ance

or restrict either party's liability for the negligence of that party or its their employment.

stances shall either Party be liable lowing, whether in contract, tort y loss, damage, cost, expense or consequential; loss of revenue or or anticipated savings; loss of





expenditure.

business oppor

nticipated profit; or loss of wasted

7. Confidentiality

- 7.1 Each Party und authorised in v continuance of
 - 7.1.1 keep co
 - 7.1.2 not disc
 - 7.1.3 not use contemi
 - 7.1.4 not mak of any d
 - 7.1.5 ensure contract would b above.
- 7.2 Either Party ma
 - 7.1.6 disclose
 - 7.1.6.1
 - 7.1.6.2
 - 7.1.6.3

to such by this / Services inform t Informat any sud officer of Party a question the tern confider disclosu

- 7.1.7 use any any oth Agreem knowled disclosu Informa
- 7.3 The provisions their terms, nd reason.

8. **Force Majeure**

provided by sub-Clause 7.2 or as y, it shall, at all times during the <2>> years after its termination]:

Information:

rmation to any other party;

tion for any purpose other than as he terms of this Agreement;

n any way or part with possession and

officers, employees, agents, suby act which, if done by that Party, ons of sub-Clauses 7.1.1 to 7.1.4

ation to:

polier of that Party;

er authority or regulatory body; or

of that Party or of any of the parties or bodies:

ary for the purposes contemplated not limited to, the provision of the In each case that Party shall first in question that the Confidential except where the disclosure is to use 7.2.1.2 or any employee or ning and submitting to the other undertaking from the party in uld be as nearly as practicable in keep the Confidential Information for the purposes for which the

for any purpose, or disclose it to only that it is at the date of this fter that date becomes, public hat Party. In making such use or sclose any part of the Confidential howledge.

ntinue in force in accordance with nation of this Agreement for any

sidered to be in breach of or liable



for any failure of delay is due to

- 8.2 If either Party d perform or will I Majeure, or it delay due to Fo
- 8.3 If it reasonably will not be reas Force Majeure terminate this A
- 8.4 If either Party to commencement and if the Spot Organizer shall
- 8.5 If either Party time after compayment by the Organizer up reasonable have up to termination

9. Period, Cancellation

- 9.1 This Agreemer page (being the shall continue sooner, termina
- 9.2 If the Organize entitled to do swritten notice tentitled to retain part of the Spreturnable to the
- 9.3 Notwithstanding this Agreement
 - 9.3.1 any sun provisio Days of
 - 9.3.2 the othe of this A remedy notice gremedie
 - 9.3.3 an encu compan of that o
 - 9.3.4 the othe or, bein (within t

ir obligations where such failure or

y anticipate that it is likely to fail to any of its obligations due to Force refailure or delay but does fail or y the other Party forthwith.

at any time that the Organizer is or event or continue to do so, due to either Party may at its discretion ritten notice.

nt pursuant to Clause 8.3 prior to isorship Fee shall not be payable ny of the Sponsorship Fee, the on termination.

nt pursuant to Clause 8.3 at any nt, the Parties shall agree upon for all services rendered by the tion, such sum to be fair and t, if any, received by the Sponsor

Agreement

on the date at the top of the first is Agreement by the Parties) and ier conclusion of the Event or, if ie provisions of Clauses 5, 8, or 9.

cancel the Event, but is not then or Clause 9.3, it may do so by case, the Organizer shall not be Sponsorship Fee, and all and any y paid to the Organizer shall be mination.

Party may immediately terminate o the other Party if:

the other Party under any of the not paid within <<10>> Business t;

er breach of any of the provisions each is capable of remedy, fails to ss Days after being given written the breach and requiring it to be

ion, or where the other Party is a d, of any of the property or assets

tary arrangement with its creditors subject to an administration order ency Act 1986);

9.3.5 the othe made a for the p in such agrees t other Pa

- 9.3.6 anything iurisdicti
- 9.3.7 that oth busines
- 9.3.8 control of persons Agreem "connect Sections 2010.
- 9.4 For the purpo capable of rem question in all r
- 9.5 The rights to to prejudice any o concerned (if a
- 9.6 Where this Agr 9.3, the Organi Fee, and if any at the date o termination.
- 9.7 Where this Agi 9.3, the Organi if any of it has termination, the

10. Effects of Terminatio

Upon the termination of

- 10.1 any sum owing this Agreement
- 10.2 all Clauses whi after the expiry and effect;
- 10.3 termination sha remedy which giving rise to remedy which Agreement whi
- 10.4 subject as pro accrued rights, other;
- 10.5 each Party sha cease to use, e

ual or firm, has a bankruptcy order bany, goes into liquidation (except algamation or re-construction and any resulting therefrom effectively the obligations imposed on that t):

e foregoing under the law of any ne other Party;

hreatens to cease, to carry on

uired by any person or connected at other Party on the date of this of this Clause 9, "control" and the meanings ascribed thereto by tively of the Corporation Tax Act

2, a breach shall be considered n can comply with the provision in

given by this Clause 9 shall not ther Party in respect of the breach

the Organizer pursuant to Clause ne full amount of the Sponsorship id by the Sponsor to the Organizer nsor shall pay it forthwith upon

the Sponsor pursuant to Clause any of the Sponsorship Fee, and or to the Organizer at the date of forthwith upon termination.

reason:

her under any of the provisions of ly due and payable;

y their nature, relate to the period preement shall remain In full force

e any right to damages or other ay have in respect of the event other right to damages or other n respect of any breach of this e date of termination:

0 and except in respect of any nder any further obligation to the

ferred to in Clause 7) immediately any Confidential Information, and

shall immediat possession or Information; an

10.6 the Organizer immediately re control which co

11. No Waiver

No failure or delay be Agreement shall be de Party of a breach of a waiver of any subseque

12. Further Assurance

Each Party shall execumay be necessary to effect.

13. Costs

Subject to any provision its own costs of and carrying into effect of the control of the control

14. Set-Off

Neither Party shall be due or sums received agreement at any time

15. Assignment and Sub

This Agreement is per charge (otherwise that any of its rights here obligations hereunder consent not to be unre

16. Relationship of the P

Nothing in this Agre partnership, joint vent Parties other than th Agreement.

17. Third Party Rights

No part of this Agreer accordingly the Contra Agreement.

18. Notices

18.1 All notices und

er Party any documents in its in or record any Confidential

Sponsor Designations and shall documents in its possession or gnations.

sing any of its rights under this that right, and no waiver by either eement shall be deemed to be a r any other provision.

r deeds, documents and things as his Agreement into full force and

Party to this Agreement shall pay ation, preparation, execution and

ms in any manner from payments inder this Agreement or any other

ither Party may assign, mortgage, sub-licence or otherwise delegate or otherwise delegate any of its onsent of the other Party, such

or be deemed to constitute a duciary relationship between the p expressly provided for in this

er rights on any third parties and es) Act 1999 shall not apply to this

be in writing and be deemed duly

given if signed giving the notic

- 18.2 Notices shall be
 - 18.2.1 when d (including recipien
 - 18.2.2 when set transmis
 - 18.2.3 on the footnary
 - 18.2.4 on the t

In each case not address, or facsi

19. Entire Agreement

- 19.1 This Agreemer respect to its instrument in w Parties.
- 19.2 Each Party ack rely on any expressly proviother terms impextent permittee

20. Counterparts

This Agreement may I Parties to it on separate delivered shall be an one and the same insti

21. Severance

In the event that one of unlawful, invalid or ot deemed severed from Agreement shall be va

22. Dispute Resolution

- 22.1 The Parties should to this Agree representatives
- 22.2 [If negotiations <<10 >> Busin parties will atte Alternative Disg
- 22.3 [If the ADR pro

uly authorised officer of the Party

luly given:

by courier or other messenger ng normal business hours of the

simile or e-mail and a successful eipt is generated; or

ing mailing, if mailed by national r

wing mailing, if mailed by airmail,

to the most recent address, e-mail ne other Party.

reement between the Parties with y not be modified except by an authorised representatives of the

ng into this Agreement, it does not or other provision except as and all conditions, warranties or on law are excluded to the fullest

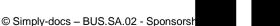
umber of counterparts and by the of which when so executed and nterparts together shall constitute

of this Agreement is found to be that / those provision(s) shall be greement. The remainder of this

y dispute arising out of or relating tions between their appointed o settle such disputes.

do not resolve the matter within written invitation to negotiate, the e in good faith through an agreed procedure.

e 22.2 does not resolve the matter



within <<10>> I Party will not referred to arbit

- 22.4 The seat of the Wales. The ar Rules for Arbitr Parties are una either Party ma President or De of Arbitrators fo decision on rule
- 22.5 Nothing in this applying to a co
- 22.6 The Parties he method of disp binding on both

23. Data Protection

- 23.1 For complete of and retention of for which person details of the Other, and pershould refer to Notice [is available 5].
- 23.2 [All personal d under this Agre Data Sharing A the Parties purs

24 Law and Jurisdiction

- 24.1 This Agreemer arising therefore construed in ad-
- 24.2 Subject to the proceedings of (including any or associated England and W

IN WITNESS WHEREOF this before written

SIGNED by <<Name and Title of person s for and on behalf of <<Sponsor

In the presence of <<Name & Address of Witnes

ation of that procedure, or if either procedure, the dispute may be

lause 22.3 shall be England and ed by the Arbitration Act 1996 and the Parties. In the event that the ator(s) or the Rules for Arbitration, tice to the other Party, apply to the ne being of the Chartered Institute arbitrator or arbitrators and for any

t either Party or its affiliates from relief.

cision and outcome of the final Clause 22 shall [not] be final and

s collection, processing, storage, but not limited to, the purpose(s) egal basis or bases for using it, arties' rights and how to exercise ere applicable), the Other Party First Party. Each Party's Privacy has been provided] [is attached in

First Party with the Other Party accordance with the terms of the on the date of this Agreement by

intractual matters and obligations with) shall be governed by, and of England and Wales.

22, any dispute, controversy, arties relating to this Agreement and obligations arising therefrom n the jurisdiction of the courts of

lly executed the day and year first

SIGNED by

<<Name and Title of person s for and on behalf of <<Organiz

In the presence of <<Name & Address of Witness

Event

<<Insert a detailed description

Event Services

The Organizer shall provide the

[(1) a hospitality suite ca guests of the Sponso Venue]], and refreshm drinks/food];

[and/or]

[(2) not less than [number] car parking facilities fo

[and/or]

[(3) insert any additional re

ving facilities for and at the Event:

g not less than [number] official ted at: [describe location at the mber comprising [set out details of

v tickets, together with appropriate



SCHEDULE 3

Sponsorship materials

Sponsor Designations

Attach copies of:

- designation/s of the Sp profession, logo, strap l
- any accompanying artv
- text of agreed statemer for the Event

S

A

cription of business, trade, or (registered),

and other collateral marketing signs

on the [programme][and][tickets]

S

Sponsor Promotion

The Organizer shall, at and in the Sponsor by deploying each Self Promotion Statements (below

Items - see note "(1)" below	<u>s</u>
_	

Notes

- (1) <u>Describe and attach</u> posters, admission tid worn by Staff, showing
- (2) (a) All Promotional It Sponsor, as indicated Organizer, they have Organizer.
 - (b) If there are also a and used by the Or permitted by the Agree Organizer.
- (3) <u>(a) Describe action</u> to Venue and/or on clot attached.)
 - (b) Indicate the specifi where the item is to be
 - (c) For example, the I public road to the gro that form part of the V hospitality suite, or foy
 - (d) Items to be worn of Designations. For suc items are to be worn of

rovide the Sponsor Promotion for ptional Materials and any Sponsor pnsor Designations) as described

iction elow	by	Organizer	-	see	note	<u>"(3)"</u>

each item, e.g. advertisements, s, free merchandise, or clothing nsor Designation/s on it.

ded by the Organizer or by the ey are produced/provided by the he Sponsor before use by the

ion Statements to be provided to Sponsor's own use of them as produce and provide them to the

e.g., distribute, display of item at (If appropriate, a plan could be

stribution / use, and the location/s

s, private road/s leading from the imeter fence/s, wall/s, or car park ors, in the ground, park, field, hall,

s, shirts, hats containing Sponsor de a requirement here that such clothing or in a particular way.

S

Attach a copy of the F

23.1 refers

anizer and of the Sponsor. Clause