

[Print on letterhead with address]

<<Name>>

<<Name of the Sponsor>>

<<Address>>

<<Postcode>>

<<Date>>

Re: <<name of event>> at <<venue>> to be run by <<name of charity>>  
(‘the Charity’)

Dear <<name>>,

The Charity and you, <<Name of the Sponsor>> (“Sponsor”) wish to agree terms and arrangements whereby the Sponsor will provide financial sponsorship for the Charity’s event (“Event”) and the Sponsor will promote the Event as non-exclusive sponsor and will promote the Sponsor at the Event (“Promotion”).

This letter and the attached Schedule (“Schedule”) set out the details of those terms and arrangements. In particular, the Schedule sets out [the following] key terms: Sponsorship Fee, Promotional Materials, Sponsor Designations, Intellectual Property Rights, and Data Protection Legislation).

## 1. The Charity’s responsibilities

The Charity undertakes to:

- 1.1 host, organise, and manage the Event at the Venue;
- 1.2 provide the Sponsor with the Event Services (at and in accordance with the Schedule);
- 1.3 prepare and provide the Promotional Materials, and use them as detailed in the Schedule;
- 1.4 neither make any promotional use of the Sponsor’s products or services, or any Sponsor Designations or other items, without the Sponsor’s prior approval (where required by the Sponsor Designations in the Schedule);
- 1.5 not do anything at or in connection with the Event likely to harm the Sponsor’s business reputation or Sponsor Designations; and
- 1.6 ensure that it complies with all relevant laws, authorities, licences and regulations generally, in connection with the Event, to meet its obligations under this Agreement.

## 2. The Sponsor’s responsibilities

- 2.1 The Sponsor undertakes to:
  - 2.1.1 pay the Sponsorship Fee as set out in the Schedule;
  - 2.1.2 provide the Sponsor with suitable hard or electronic copies of the Promotional Materials;

- 2.1.3 permit the Charity to make such Designations as necessary to enable the Charity to promote and Event Services and to host, organize and manage the Event or the avoidance of doubt it is agreed that the Charity shall not grant the Charity any other right or licence under the Charity's Intellectual Property Rights;
- 2.1.4 protect and preserve the Charity's goodwill and associated with the Charity's logo and other intellectual property;
- 2.1.5 not misuse the Charity's name in any particular nor in any manner as would be likely to damage the Charity's logo, intellectual property, image, or reputation;
- 2.1.6 not advertise the Sponsor's sponsorship or any negative statement about the Sponsor's advertisement or statement contains any negative statement;
- 2.1.7 not use the Charity's name or logo without the authorization of the Charity;
- 2.1.8 abide by all the Charity's policies and directions given from time to time by the Charity (without limitation) as to how the Sponsor may (or may not) to the Charity and the Event in any advertisement or in any communication or statement;
- 2.1.9 not carry on any business that is not in the activities of the Charity.
- 2.2 The Sponsor warrants that the Charity's Designations in accordance with this Agreement shall not infringe any intellectual property rights of any third party.
- 3 Circumstances beyond the control of either party**
- If the Charity or the Sponsor is prevented from performing any obligation due to any cause beyond its reasonable control ("Force Majeure"), the Charity or the Sponsor shall not be considered to be in breach of this Agreement for that failure or delay.
- 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, the Charity or the Sponsor shall, promptly at that time, terminate the Event and shall be liable to the other party; and
- 4.1.2 If at the time the Event is terminated, either
- (a) the Event has not yet commenced, or
- (b) it has commenced but the Sponsor has not yet provided the benefit contemplated by this Agreement, the Charity or the Sponsor shall be liable to the other party; and
- 4.1.3 If at the time the Event has commenced and the Sponsor has provided a substantial part of the benefit contemplated by this Agreement, a fair and reasonable part of the cost of the Event shall be payable and if any has been paid it shall be paid to the Sponsor; or

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ty's considers at any time that its Charity's reputation, the Charity any other remedy:

- notice to the Sponsor; and/or  
it may deem proper to protect its

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Agreement by notice to the charity does not terminate or cancels and terminates at a time not retain or receive any turn any of it previously paid.

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notice to the other if the other  
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- Sponsorship Fee, and it must  
to receive and retain all of the  
at that time paid any of it to the

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- circumstances in connection with the  
under this Agreement and with the  
tion or Event Services supplied by

- the Sponsor under any express or implied Agreement, or by reason of any implied warranty, or any duty assumed by the Sponsor:

- savings;
- expenditure;
- profit;
- advertising; or
- consequential loss, damage, costs,

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ever is greater, either £<<insert  
rship Fee; and

5.2.3 each of the  
sub-clause 5

exclusions of liability set out in this  
e cumulative.

5.3 The Sponsor agree  
defend it at its own  
damages, costs, ex  
whatsoever suffered  
(including reasonable  
of either:

y and keep it indemnified and  
any claims, demands, losses,  
edings, liabilities or damages  
which it may become liable  
sements paid by it) as a result

5.3.1 any breach  
term of this A

ndertaking, warranty or other

5.3.2 any delibera  
its employee

ct or omission of the Sponsor,  
n relation to this Agreement.

## 6. Confidentiality

Except as the parties may  
each party undertakes to th  
the other, to use it only if a  
and not disclose any such  
shall not apply to any inform  
a breach of this undertaking

n to any particular information,  
tial all confidential information of  
y to carry out this Agreement,  
o any third party. This undertaking  
blic domain otherwise than due to

## 7. Data Protection

7.1 All personal data th  
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the Data Protection  
Legislation of the o  
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ty") may use will be collected,  
cordance with the provisions of  
der the Data Protection  
and the rights under the Data

7.2 For complete details  
retention of persona  
personal data is use  
Party's and third pa  
sharing (where app  
of the First Party. E  
[has been provided]

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

7.3 [All personal data to  
this Agreement sha  
Sharing Agreement  
pursuant to this Agr

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

## 8. Notices

Any notice to be given und  
writing, signed by or on bel  
delivery, or first class post

er party to the other shall be in  
notice, and given by email, hand

8.1 To the Sponsor, to <

or<<insert postal address> ; or

8.2 To the Charity, to <

r<<insert postal address>.

## 9 General

- 9.1 This Agreement shall constitute the entire contractual relationship provided for by this Agreement, and shall supersede any previous agreement, whether written or oral, between the parties, and no obligation or rights shall arise from any such previous agreement, whether sub-licensed or otherwise.
- 9.2 This Agreement is personal to the parties, and no obligation or rights shall arise from any such previous agreement, whether sub-licensed or otherwise.
- 9.3 Except as set out in the Agreement, the parties have not agreed any other terms, responsibilities or obligations in relation to the Event or the Promotion, nor will any such terms, responsibilities or obligations be implied by the other unless they are agreed in writing.

If you propose to add/amend anything to this Agreement, please do not countersign this letter, but instead let me know, and I will send you a copy of this Agreement with an amended version for you to sign.

However, if you are content with the terms of this Agreement, please sign and date *both* copies and then return *one* copy to me as soon as possible to confirm your agreement to everything in this Agreement.

Yours faithfully,

.....  
for and on behalf of  
<<insert name of Charity>>  
.....

**To:** <<insert name of Charity>>

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

(signed) ..... Full name of <<insert name of

**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 of the Event]
2. **"The Venue"** means [Insert details of place where Event will take place, and indicate the parts of the Venue that will not be used for the Event. This could cover, for example, the main hall/s, road/s, path/s, entrance/s. Alternatively, a plan showing the layout of the Venue.]
3. **"The Promotion"** means the promotion of the Charity of the following Promotional Materials, details of which are attached:  
[The Promotional Materials shall be displayed at [insert details of locations, e.g. entrances, etc.] and [attach copies of relevant Promotional Materials]  
[attach copies of relevant Promotional Materials]

### AND/OR

[The Promotional Materials shall be distributed at the Venue: [attach copies of relevant Promotional Materials, programmes, literature].]

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to be used in relation to  
Event, at the Venue and

*g. advertisements, admission*

*where and how to be used]*

- ties for and at the Event to be able, details of hospitality for official for them, car parking for them.]

- >> and it will payable in full [at the

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to take place]

chargeable, it shall be added to it  
amount and the VAT only on receipt

once payable later instead, the  
% deposit and date/s when it and

- py of items referring to Sponsor's above).

service mark, other marketing signs,

- equal property rights in the Sponsor  
including, for example, copyright,  
rights to sue for passing off, domain  
.

- the legislation in force from time to time for protection and privacy including, but not limited to, the General Data Protection Regulation of the law of England and Wales, Article 3 of the European Union Directive 95/46/EC of 24 October 1995 (and regulations made thereunder) and the Communications Regulations 2003 as

- shall have the meaning defined in

- y and of the Sponsor. Clause 7.2*

- which need to be defined in this

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