Dated xxxx

SPONSORSHIP AGREEMENT

between

(1) xxxxxx

and

(2) xxxxxxxx

**THIS AGREEMENT** is dated the day of 2016*.*

Parties

1. **xxxxxxxx [insert description of entity e.g. -** a private company incorporated in England and Wales with company number xxxx whose registered office is at xxxxxxxxx (“xxx”);] and
2. **xxxxxxx [insert description of entity e.g. -** a private company incorporated in England and Wales with company number 03726678whose registered office is at 75/77 Cornhill, London WC3V 3QQ(“Sponsor”).]

Background

The xxxx owns and controls the Commercial Rights and the Sponsor wishes to acquire a sponsorship package incorporating certain elements of the Commercial Rights and the xxxx has agreed to provide such rights to the Sponsor on the terms and conditions set out in this Agreement.

Agreed Terms

# Interpretation

## The definitions and rules of interpretation in this clause apply in this Agreement:-

Break Date: means the break date set out in clause 10.1;

Commencement Date: the xx day of xxx20xx;

Commercial Rights**:** any and all rights of a commercial nature connected with and owned and contributed by the xxxx, including without limitation sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights excluding, for the avoidance of doubt, those rights owned or controlled by any Member Organisation;

Designation**:** any and all of the designations comprised in the Sponsorship Rights;

**Force Majeure Event:** any event affecting performance of this Agreement arising from or attributable to acts, events, omission or accidents which are beyond the reasonable control of a party including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, satellite or other communications links or technical failure, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling, decision or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority;

xxxxxxx: all activities associated with the Sponsor’s business as a [description of business] ;

Member Organisations: those organisations in membership of the xxxx, from time to time during the Term which, at the date of this Agreement, are set out in Schedule 4;

Regulations**:** the directives, byelaws, rules, resolutions, regulations and guidance notes and any other order or direction of the xxxx, any Member Organisation or the international governing body of a Member Organisation, the Advertising Standards Authority, OFCOM and any other body whose regulations affect the operation of this Agreement from time to time in force;

Sponsor Mark**:** any or all of the Sponsor marks set out in Schedule 2 subject to any changes or additions to the same made by the Sponsor from time to time;

Sponsor Materials: any and all materials or items; promotional, marketing or advertising materials or premiums produced by or on behalf of the Sponsor which bear the xxx Mark or any Designation or which otherwise associates the Sponsor with the xxx;

Sponsorship Fee**:** the sums payable by the Sponsor to the xxxx in accordance with clause 4;

Sponsorship Rights**:** those sponsorship rights in relation to the xxxx set out in Schedule 1;

Term**:** the term of this Agreement as described in clause 2;

**Territory**: Europe except that Sponsorship Rights relating to internet use shall apply worldwide;

**Working Days:** Monday to Friday inclusive except for any public holiday in England and Wales;

**XXX Mark:** means the XXXX’s logo set out in Schedule 3 subject to any changes or additions to the same made by XXXX from time to time;

xxxxxx Website**:** the official website hosted by or on behalf of XXXX currently situated at [www.xxxxxxx](http://www.xxxxxxx) and any future variation of this website address; and

Year:means the period of twelve (12) months from the Commencement Date and each consecutive period of twelve (12) months thereafter during the Term.

## Words in the singular include the plural and in the plural include the singular.

## Headings in this Agreement do not affect its interpretation. Save where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this Agreement.

## Unless the context otherwise so requires:-

### references to statutory provisions include those statutory provisions as amended or re-enacted;

### references to any gender include all genders; and

### references to a person include an individual person, company or other corporation and any other legal entity.

## In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in a schedule, the provision in the body of this Agreement shall take precedence.

# Term

## This Agreement shall take effect on and from theCommencement Date and shall continue, unless terminated in accordance with the provisions of this Agreement, for a period of xxxxx (x) years ending on xxx day of xxxx 20xx.

# Grant of Rights

## In consideration of the payment to xxxxx by the Sponsor of the Sponsorship Fee, xxxxx grants to the Sponsor the Sponsorship Rights for use by the Sponsor in the Territory solely in respect of the xxxxxxx Services during the Term.

## All rights not expressly granted to the Sponsor under this Agreement are hereby reserved to xxxxxx. The Sponsor acknowledges and agrees that:-

### the xxxxxx is the owner of the Commercial Rights; and

### the Sponsor shall not be entitled to exploit or enter into any commercial or other agreement to exploit any of the Commercial Rights other than the Sponsorship Rights.

## The xxxxx shall be entitled to enter into any sponsorship arrangement with any third party except in relation to any sponsorship agreement in the insurance broker services sector, where xxxxx hereby agrees the Sponsorship Rights are exclusive to the Sponsor. The Sponsor agrees that xxxxx shall not be nor considered to be nor deemed to be in breach of any provision of this Agreement as a result of entering into such arrangement.

# Consideration

## In consideration of the grant of the Sponsorship Rights, and upon receipt of xxxx’s invoices relating to the same, the Sponsor agrees to pay xxxxx xxxx thousand pounds (£xxxxxx) each Year in the sums and on the dates set out below:-

### xxx thousand pounds(£xxxx)on xxx day of April 20xx;

### xxxx thousand pounds(£xxxx)on xxx day of xxxx 20xx;

### xxxx thousand pounds(£xxxx)on xxx day of xxx 20xx;

## The sums set out in clause 4.1 are exclusive of VAT or other applicable sales or turnover taxes or duties which shall be added to xxx’s invoice and paid by the Sponsor.

## All amounts payable by the Sponsor shall be paid in cleared funds by telegraphic transfer to xxxx’s designated bank account and at the cost of Sponsor.

## Interest will accrue and be payable on all overdue payments on all amounts payable by the Sponsor at the rate of three percent (3%) above the base rate of Barclays Bank PLC from time to time.

# Obligations of the xxxxx

In consideration of the payment of the Sponsorship Fee and for the duration of the Term, xxxx undertakes to the Sponsor as follows:-

## subject to the Regulations, to deliver or procure the delivery of the Sponsorship Rights to the Sponsor;

## that it has and will continue to have full right, title and authority to enter into this Agreement and accept and perform the obligations imposed on it by this Agreement;

## not to unreasonably withhold or delay its consent to any Sponsor Material submitted by the Sponsor for approval by xxxxxx;

## only use the Sponsor Mark in connection with the delivery of the Sponsorship Rights;

## grant the Sponsor a non-exclusive, royalty-free licence for the Term to use the xxxx Mark in connection with the Sponsorship Rights.

# Obligations of the Sponsor

## The Sponsor hereby represents, warrants and undertakes that during the Term it:-

### shall exercise the Sponsorship Rights strictly in accordance with the terms of this Agreement. For the avoidance of doubt, the Sponsor shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way;

### shall not, without the prior written approval of xxxxx, engage in any joint promotional activity or otherwise exploit any of the Sponsorship Rights with or in connection with any third party, nor exercise the Sponsorship Rights in such a manner that confusion may arise in the minds of the public as to the identity of the person to whom xxxx has granted the Sponsorship Rights;

### shall not do or permit anything to be done which might adversely affect the image or rights of xxxx in or to any of the Commercial Rights or the value of the Commercial Rights;

### shall observe and abide by the Regulations and all relevant laws, rules, regulations, directions, codes of practice or guidelines imposed by national law or any competent authority which are applicable to xxxx (including, without limitation, the Bribery Act 2010 and the Data Protection Act 1998), or to the activities of advertisers or sponsors in connection with any of the above, and further warrants that the performance of the parties’ obligations under this Agreement will not constitute a breach of any laws, rules, regulations, directions, codes of practice under or arising out of the Financial Services Act 2012 including, without limitation, the regulatory code of the Financial Conduct Authority;

### shall observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of xxxxx;

### shall use reasonable endeavours to ensure that none of its directors, officers or employees, acting in the course of his/her employment, nor any agent or other third party acting on the Sponsor’s behalf, makes any statement that is knowingly defamatory, disparaging of or derogatory to xxxx;

### shall ensure that any and all Sponsor Materials are produced to the Sponsor's corporate quality standards and are fit for their purpose;

### shall create a hyperlink between the xxxxx Website and the Sponsor's websites; and

### shall provide xxxx and its Member Organisations (or any member, member club or affiliated organisation of a Member Organisation) with access to any newsletter or equivalent publication produced by the Sponsor from time to time and to any “app” or other online support program or system produced by or on behalf of the Sponsor or customers of the Sponsor.

## The Sponsor hereby grants to xxxx a non-exclusive, royalty-free licence for the Term to use the Sponsor Mark in connection with the delivery of the Sponsorship Rights and, when required by xxxxx, shall supply the Sponsor Mark in a format and manner which is readily usable by xxxxxx for such purposes.

## The Sponsor shall ensure that all uses of the xxxxx Mark on Sponsor Materials shall conform to the terms of this Agreement and any brand guidelines of xxxxx issued from time to time. The Sponsor shall, at the request of xxxxxx, promptly withdraw within a reasonable period of time any Sponsor Materials, which, in xxxxx's reasonable opinion, do not comply with the provisions of this Agreement. For the avoidance of doubt, failure by the Sponsor to comply with such a request within a reasonable period of time shall constitute a material breach of this Agreement for the purposes of clause 7.

## The Sponsor shall not issue, publish, circulate or otherwise make use of the xxxx Mark or any Sponsor Materials or exercise the Sponsorship Rights without the prior written approval of xxxx and the approval process shall be as follows:-

### the Sponsor shall submit to xxxx for prior written approval representative samples, artwork or product specifications accurately illustrating all such proposed uses and shall not publish, circulate or otherwise issue anything which is not so approved;

### xxxxxx shall use reasonable endeavours to give written approval or rejection within four (4) Working Days of the date of submission of all samples, artwork or product specifications, such approval not to be unreasonably withheld or delayed;

### in the event that the Sponsor submits artwork or product specifications which are approved under clause 6.5.1, the Sponsor shall ensure that such use does not deviate from the artwork or product specifications approved by xxxxxx, and shall submit further representative samples for approval whenever reasonably requested to do so by xxxxxx; and

### in the event that at any time any material fails to conform to any approved representative artwork, sample or other submission, the Sponsor shall, forthwith on notice from xxxxx, withdraw any and all such material from circulation.

## The Sponsor will indemnify and keep indemnified the xxxxx against any claim, costs, demands, proceedings or damages (including, without limitation, legal fees) arising out of any breach of the Sponsor’s representations, warranties and undertakings contained in clause 6.1.5.

# Termination

## Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement immediately by giving written notice to the other party if:-

### the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of twenty eight (28) days after being notified in writing to do so; or

### the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

### any order shall be made or resolution passed for the winding-up of the other party (other than for the purpose of reconstruction or amalgamation) or if the other party shall make any arrangement with or for the benefit of its creditors or if a receiver shall be appointed in respect of all or part of the other party’s assets.

# Consequences of Termination

## The expiry or termination of this Agreement shall be without prejudice to any rights which have accrued to either of the parties under this Agreement.

## On expiry or termination of this Agreement:-

### all of the Sponsorship Rights shall forthwith terminate and automatically revert to xxxxx;

### the Sponsor shall not use or exploit its previous connection with xxxxxx, any of its member organisations, whether directly or indirectly;

### xxxxx may grant all or any of the Sponsorship Rights to any third party; and

### each party shall promptly return to the other all of the property of the other within its possession.

# Force Majeure

## If, by reason of any Force Majeure Event, either party is delayed in or prevented from performing any of the provisions of this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by the other party by reason thereof.

## Should the exercise of the rights and obligations under this Agreement be materially hampered, interrupted or interfered by reason of any Force Majeure Event, then the rights and obligations of the party claiming the Force Majeure Event shall be suspended during the period of such hampering, interference or interruption consequent on such event and shall be postponed for a period of time equivalent to the period of suspension, and the parties shall use their reasonable endeavours to minimise and reduce any period of suspension occasioned.

## Neither party shall be liable to the other under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result of breach or non-performance of this Agreement due to a Force Majeure Event.

# Mutual Break Option

## xxxxx or the Sponsor may terminate this Agreement on xx day of xxx 20xx which is xxx years from the Commencement Date on giving not less than xxx (x) months’ written notice to the other, for which time shall be of the essence, provided that on expiry of any such notice given by the Sponsor to xxx the Sponsor has paid xxxxx all sums falling due under this Agreement prior to the Break Date.

## Any termination of this Agreement in accordance with clause 10.1 shall be without prejudice to the continuing liability of the Sponsor for any sums due under this Agreement for any breach of this Agreement.

# Assignment

## Neither party shall assign or attempt to assign, sub-contract, licence or otherwise deal, in whole or in part, its rights and obligations under this Agreement without the prior written consent of the other party.

# Confidentiality

## No announcement shall be made by either party in relation to this Agreement without the prior written consent of the other and neither party shall, without the prior written consent of the other, disclose to any third party any information concerning the terms or subject matter of this Agreement PROVIDED THAT nothing in this clause shall prevent disclosure which is:-

### required by law including, without limitation, to Her Majesty’s Revenue & Customs; or

### reasonably and necessarily made to:-

#### a professional adviser of a party;

#### a regulator of a party; or

# Notices

## Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier or by email, to the party required to receive the notice at its address as set out in this Agreement or as otherwise specified by the relevant party by notice in writing to each other party. Any notice shall be deemed to have been duly received:-

### if delivered personally, when left at the address and for the contact referred to in this clause; or

### if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; or

### if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

### if delivered by email, on the date and at the time that the sender receives an email from the recipient confirming receipt of the original email.

# General

## No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## This Agreement constitutes the whole Agreement between the parties and supersedes all previous Agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this sub-clause shall limit or exclude any liability for fraud.

## The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## Each party shall bear its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Agreement and any documents referred to in it.

## Each party shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

## If a provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## No variation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of the parties.

## A person who is not a party to this Agreement shall not have any rights under or in connection with it.

## Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

## This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**The Sponsorship Rights**

* Designation: the Sponsor will be known as xxxxx’s “Official xxxxxx”.
* The Sponsor’s mark and the Designation will feature on the xxxxx Website, xxxx email footers, e-newsletters to Member Organisations and all other appropriate marketing materials produced by xxxxx from time to time.
* The Sponsor will be provided with a full page on the xxxxx Website to promote the Sponsor’s services / products.
* The Sponsor will be provided with the opportunity to supply content in respect of the xxxx services / products on xxxx’s e-news bulletin.
* The Sponsor will be permitted to use the xxxxxxx Mark on all promotional information, letterheads and the Sponsor’s website in connection with the xxxxxx services / products.
* The Sponsor will be provided with a minimum of xxx (x) opportunities during each Year to attend and, where appropriate, address audiences in respect of the Sponsor’s services / products.
* The Sponsor will be provided with, along with other xxxx partners, first refusal on any other sponsorship/promotional opportunities considered commercial advantageous.
1.

**Sponsor Mark**

**xxxxx Mark**

**List of Member Clubs / Organisations**

|  |  |
| --- | --- |
| Signed for and on behalf of **xxxxxxx on xxx day of xxxx 20xx** |  |
| …………………………………………………Signature………………………………………………..Print Name………………………………………………PositionSigned for and on behalf of **xxxxxxxxxx on xxx day of xxxx 20xx**…………………………………………………Signature………………………………………………..Print Name………………………………………………Position |   |