



Event sponsorship terms and conditions

Introduction

These terms and conditions constitute the entire agreement between Vibe PR & Marketing Ltd company number 4631146, whose registered office is 32a, Churchill Way, Cardiff CF10 2DZ (hereinafter called the Company) and the Client, identified in the Appointment Letter or on Invoices issued from time to time (hereinafter called the Sponsor) for the provision of services and shall be deemed to be accepted on commencement of an assignment or sponsorship, whether under a contract of service or for services, or under an agency licensee, franchise, partnership or any other agreement.

These terms and conditions shall apply to all sponsorship for events arranged by the Company. This agreement shall be interpreted by English and Welsh Law & all parties agree to submit to the jurisdiction of English and Welsh courts

1 Interpretation

1.1. In the context of this Agreement, the following words and phrases mean:

Event

the pageant referred to on the sponsorship order form

Event format

the timing, structure and format of the Event as set out on the web site

Exclusive

no licence or right granted to the Sponsor herein and described as Exclusive shall be granted by the Event Owner to any other person in relation to the Event save as may be expressly permitted in this Agreement or by variation in writing by a Director of the Company.

Proprietary Rights

all existing and future intellectual property rights attaching to the Event including without limitation copyright, registered and unregistered trademark and design rights and the accompanying goodwill

Sponsorship Rights

the sponsorship rights as detailed in clause 3 below

Venue

as set out in the marketing information

2 Sponsorship Fee

- 2.1 In consideration of the rights and licences granted the Sponsor shall pay to the Company the agreed fee (the 'Sponsorship Fee') within 30 days of invoice and not less than 40 clear days before the Event. Where the order is received within 40 days prior to the commencement of the event the total amount becomes payable immediately.
- 2.2 Value added tax (or its equivalent) has not been included in the Sponsorship Fee and where applicable it shall be paid by the Sponsor forthwith upon provision of the Company of the appropriate value added tax invoice.
- 2.3 All amounts paid by the Sponsor after the due date with bear interest calculated on a daily basis, at the rate of eight percent (8%) above the base rate of The Bank of England, from the date when payment was due until the date payment is received, whether before or after judgement. If the Sponsor fails to pay, the



Sponsor will be responsible for all expenses (including all reasonable legal fees) incurred by the Company in collecting the amounts due.

3 Sponsorship rights

In consideration of the payment by the Sponsor of the Sponsorship Fee, the Company hereby grants to the Sponsor the following Sponsorship Rights where applicable and as agreed on the sponsorship order form:

- 3.1 The right to be designated as an Official Sponsor of the Event (or such similar designation as may be agreed between the parties) at the Event;
- 3.2 The right to the number of free tickets at the Event as appears on the sponsorship form
- 3.3 The right to use of the designated Sponsor Logo
- 3.4 The right to have the Sponsor Logo on event materials as outlined on the sponsorship form
- 3.5 The right to one promotional opportunity with identified contestant as outlined on the sponsorship form
- 3.6 The right to a web link from the Event website as outlined on the sponsorship form

4 Obligations of Sponsor

The Sponsor hereby warrants to the Company that:

- 4.1 It shall not use or permit the use of or any of the rights and licences granted herein in a manner which in the reasonable opinion of the Company is or might be prejudicial or defamatory to the image and/or reputation of the Event, the Company, brand owner or the Venue.
- 4.2 The Sponsor acknowledges that the Company owns and/or controls the Event, and the Proprietary Rights and agrees that the Sponsor has no right, title or interest thereto save as licensed hereunder. The Sponsor warrants that it shall not seek to acquire any such right, title or interest to nor shall it use the Sponsorship Rights save as authorised in this Agreement or as otherwise agreed by the Company. The Sponsor shall use its best endeavours to assist the Event Owner in protecting the Proprietary Rights or the title thereto of the Company. Without prejudice to the generality of the foregoing the Sponsor undertakes to the Company:
 - 4.2.1 To provide such information and details as may be reasonably required by the Company including samples of any advertising material and any products which are to be promoted in association with the Event to the Company for prior approval
 - 4.2.2 To notify the Company of any suspected infringement of the Proprietary Rights, but to take no steps or action whatsoever in relation to such suspected infringement unless requested to do so by the Company and
 - 4.2.3 To execute such further documentation and provide such assistance as may be reasonably requested by the Company which may result in the Company's opinion to be required to record the terms of this Agreement or any



understanding or obligation hereunder on any trademark or other register or otherwise howsoever which may in the Company's reasonable opinion be necessary to protect the Proprietary Rights:

- 4.3 The Sponsor undertakes not to share any of the rights and licences granted herein or engage in joint promotions in relation to the Event except in each case with prior written consent of the Company-
- 4.4 The Sponsor shall supply at its cost finished artwork relating to its name, logos and other identification provided herein within print deadlines reasonably set by the Company and confirm all such rights so to use.
- 4.5 The Sponsor warrants that it owns and/or is solely entitled to use the Sponsor Logo and other material supplied to the Company in relation to this Agreement, and the Company
- 4.6 The Sponsor will not make or cause to be made or issued any report or announcement to the press or media regarding the Sponsorship Rights or the Sponsor's appointment except in the form approved by the Company in writing and
- 4.7 The Sponsor agrees that it shall exercise the rights and licences granted at its sole risk and shall indemnify and hold harmless the Company with respect to all claims of, and liability to, third persons for injury, death, loss, or damage of any type arising out of, on in connection with, the exercise of such rights and licences except where such injury, death, loss or damage of any type arising out of, or in connection with, the exercise of such rights and licences except where such injury, death, loss or damage has resulted from negligent act(s) or omission(s) of the Company.

5 Obligations of Company

The Company hereby warrants to the Sponsor that:

- 5.1 The Company owns and/or controls the Event and the Proprietary Rights and use of the Sponsorship Rights by the Sponsor as provided for under this Agreement shall not infringe the rights of any third party;
- 5.2 The Company shall to the best of its abilities stage the Event in accordance with the Event Format as outlined in the Event literature and website
- 5.3 The Company shall to the best of its abilities and using all reasonable means to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor and to ensure that all relevant Sponsor advertising is properly in place and operational and not concealed or obscured from view at any time.
- 5.4 The Company shall to the best of its abilities ensure that all press releases to the media directly involving the Sponsor are approved in advance by the Sponsor who shall likewise allow the Company to approve any such releases directly involving the Event and/or the Company, such approval not to be unreasonably withheld or delayed by either party:
- 5.5 The Company shall consider any reasonable requests from the Sponsor or any of its agents to run joint promotional activity
- 5.6 The Company shall use all reasonable endeavours to uphold the good name, image and reputation of the Sponsor at all times and shall not make any



statements or engage in conduct which is likely to damage or bring into disrepute the name and/or image and /or reputation of the Sponsor.

- 5.7 The Company acknowledges that the Sponsor owns and/or controls the Sponsor Logo and the Company shall not knowingly do or cause or permit anything to be done which may endanger the Sponsor's rights and title in the Sponsor Logo
- 5.8 The Company shall use all reasonable endeavours to deliver the Event on the date outlined in the sponsorship information and website. Should the date of the event change for any reason the Company will notify the Sponsor in writing at least three calendar months before the commencement of the Event. Upon the date of the Event changing and where the Company has notified the sponsors in writing at least three calendar months prior to the Event, the termination policy as stated in point 6.4 shall stand.

6 Termination

- 6.1 Either party may, without prejudice to any other rights or remedies, terminate this Agreement forthwith by giving written notice to the other party in the event that the other party commits a material breach of this Agreement and, in the case of the breach being capable of remedy, does not remedy such breach within 7 days of being given notice at the last known place of business in writing, specifying the breach and requiring its remedy
- 6.2 Either party may terminate this Agreement forthwith in writing to the other party if:
 - 6.2.1 A party enters into liquidation or dissolution otherwise than for the purpose of an amalgamation or reconstruction, save in circumstances approved by the other party;
 - 6.2.2 A party ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertakings, enters into any compromise or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability
- 6.3 The Sponsor is entitled to terminate this Agreement forthwith on notice in the event of cancellation of the Event and require refund of any part of the Sponsorship Fee which has been paid.

7 Consequence of termination

Following termination of this Agreement for whatever reason;

- 7.1 The Sponsorship Rights granted by the Event Owner to the Sponsor pursuant to the above clause 3 shall revert to the Event Owner and thereafter the Sponsor shall not use or exploit (directly or indirectly) its previous connection with Company or the Event
- 7.2 The Sponsor shall deliver up to the Company the Sponsor's own cost all artwork, transparencies, drawings, samples, materials and all related publicity and promotional materials in the Sponsor's possession and/or control
- 7.3 The Sponsors shall not make any further use of or reproduce or exploit any of the rights or licences granted under this Agreement or make any representation thereof that may be confusingly similar



- 7.4 The Sponsor shall forthwith cease carrying on all business under this Agreement; and
- 7.5 Termination of this Agreement by either party and for any reason shall be without prejudice to any rights that may have accrued as at the date of such termination or which may accrue subsequently thereto to either party pursuant to or under the procedures set out in clause 8
- 7.6 Termination requires of the Sponsor for a period of not less than five years from termination of this Agreement, that no approach, solicitation, contact, inducement to contact or in any way seeking to promote the Sponsors interests over those of the Company within the context of this Agreement or activities, any contestant, supplier or other party directly related to this Company or Sponsorship.

8 Force majeure

- 8.1 Subject to clause 7 of this Agreement
 - 8.1.1 If by any reason of any event of force majeure either of the parties to this Agreement shall be delayed in, or prevented from, performing any of the provisions of this Agreement then such delay or non-performance shall be deemed to be a breach of this Agreement and no loss or damage shall be claimed by either of the parties from the other by reason thereof
 - 8.1.2 Should the exercise of the rights and obligations under this Agreement be materially hampered, interrupted or interfered with by reason of any event of force majeure, then the obligations of the parties shall be suspended during the period of such hampering, interference or interruption consequent upon event or events and shall be postponed for a period of time equivalent to the period or periods of suspension, and the parties hereto will use their best endeavours to minimise and reduce any period of suspension occasioned by any of such events.
 - 8.1.3 The expression 'an event of force majeure' shall mean and include fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war, or any other cause or event (whether similar or dissimilar nature) outside the control of the parties other than a shortage or lack of money.

9 General

- 9.1 Except as otherwise agreed in writing, including the release of public announcements, the parties agree to keep all terms and particulars of this Agreement strictly confidential at all times, subject to any disclosure which may be required by law.
- 9.2 Nothing contained in this Agreement shall be deemed to create any relationship or partnership, joint venture or agency between the parties.
- 9.3 This Agreement may only be varied or amended by the written agreement of both parties
- 9.4 The Sponsor shall not assign, sub-licence, divest or otherwise seek to delegate any of its rights and obligations hereunder without prior written consent of the Event Owner



- 9.5 A waiver by either party of a breach of any term or condition of this Agreement in any one instance shall be in writing and shall not be deemed as a continuing waiver or a waiver of any subsequent breach unless so provided for by the written notice.
- 9.6 Should any term of this Agreement be considered void or voidable under any applicable law, the said term shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole commercial object is thereby frustrated. If alteration to drafting effects the same outcome, the passage will be deemed to have been so drafted.
- 9.7 Any notice given under this Agreement shall be in writing and shall be sent to the party to be served as above written or such other address of which notice has been previously given to the other in accordance with this clause. All notices shall be delivered by hand or by first class letter. All notices shall be deemed to have been received if delivered by hand on the date of delivery or if posted on the expiration of 48 hours after posting at the last known place of business.
- 9.8 This Agreement including the Schedules contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and arrangements (whether written or oral) in relation to such subject matter between the parties