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| --- |
|  **[DATE] 20[23]** |
|  | 1. **[NAME OF CLUB]**
 |  |
|  | **AND**1. **[NAME OF SPONSOR]**
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|  |  |  |
|  |  |  |
|  | **SPONSORSHIP AGREEMENT** |  |
|  |  |  |

***Last updated: April 2023***

***INTRODUCTION***

*This document is designed to provide guidance for Club members in relation to a standard form Sponsorship Agreement where the Club obtains sponsorship from a third party.*

*It is advised the Club should seek independent legal advice on the appropriate use of this document.*

*Any changes/updates to this document should be recorded in the Version Control section below.*

**VERSION CONTROL**

**Version 1:** Adopted by the [Club] on [ENTER DATE]

**TEMPLATE NOTE**

Please note that this document is intended as template document only with EXAMPLES to enable you to see how it may be used.

When you are ready to use for your club, please complete the relevant highlighted fields and delete the EXAMPLE details

**THIS AGREEMENT** is dated                **[DATE] 20[23]**

**BETWEEN:**

1. **[NAME OF CLUB]** whose place of business is at [ADDRESS] (**Club**); and
2. **[NAME OF SPONSOR]** incorporated and registered in [England and Wales] with company number [COMPANY NUMBER] whose registered office is at [ADDRESS] (**Sponsor**)).

**BACKGROUND**

1. The Club own and controls the Rights insofar as they relate to the Club and to the Players in their capacity as players for the Club.
2. The Sponsor wishes to acquire certain sponsorship, advertising and promotional rights in relation to the Rights from the Club on the terms and conditions set out in this Agreement.

# it is agreed as follows:

# INTERPRETATION

## The following definitions and rules of interpretation apply in this Agreement.

* 1. Definitions:

## **“Brand Guidelines”** means those guidelines relating to the use of either party’s Intellectual Property Rights and notified to the other party from time to time;

## **“Business Day”** means a day other than a Saturday, Sunday or public holiday in England;

## **“Commencement Date”** means [*insert date*];

## **“Confidential Information”** means information disclosed by or on behalf of a party to the other party under or in connection with this Agreement whether or not marked as confidential, or which the disclosing party has indicated to the receiving party is confidential, or which would be regarded as confidential by a reasonable business person, including all know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind;

## **“Intellectual Property Rights”** means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

## **“Player**” means any player contracted to the Club during the Term;

##  **“Rights”** means the advertising, promotional and other rights and opportunities owned or controlled by the Club, as set out in Schedule 1;

## **“Sponsor Materials”** means all works, designs, drawings, logos, specifications, products and other documents and/or materials created, issued, published or circulated by the Sponsor incorporating the Club’s Intellectual Property Rights pursuant to its exercise of any of the Rights, including (without limitation) any photographs, videos, banners, products, packaging and any other marketing, advertising or promotional materials;

## **“Sponsor Rights”** means the Sponsor’s brand name, trade marks and logos, and any other rights owned or controlled by the Sponsor set out in Schedule 2;

## **“Sponsorship Fee”** means £[AMOUNT] (exclusive of VAT);

## **“Term”** has the meaning given to it in clause 2;

## **“Territory”** means [England, Wales, Scotland and Northern Ireland];

## **“VAT”** means United Kingdom value added tax or any other tax imposed in substitution for it.

* 1. In this Agreement:
		1. A reference to a statute or statutory provision, is a reference to it as amended, extended or re-enacted from time to time.
		2. A reference to **writing** or **written** includes fax and e-mail
		3. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

# COMMENCEMENT AND TERM

## This Agreement shall commence on the Commencement Date and shall continue in full force and effect for [one (1) year] unless or until terminated in accordance with clauses 13 or 16 (**“the Term”**).

# GRANT OF RIGHTS

## The Club grants to the Sponsor a non-exclusive, royalty-free, non-transferable, non-sublicensable licence to use the Rights during the Term in the Territory in accordance with the terms and conditions of this agreement. All rights not expressly granted to the Sponsor under this Agreement are reserved to the Club.

## The Sponsor grants to the Club a non-exclusive, royalty-free, sub-licensable, perpetual licence to use the Sponsor Rights in any and all media for the purposes of this Agreement.

## If for any reason, the Club is unable to deliver any of the Rights precisely as set out in Schedule 1, the Club may substitute alternative rights in the nature of the Rights to an equivalent value without penalty.

# Sponsorship fee and payment

## In consideration of the Rights granted by the Club, the Sponsor shall pay to the Club the Sponsorship Fee.

## The Club shall invoice the Sponsor for the Sponsorship Fee (together with any applicable VAT) (i) in accordance with the payment schedule in Schedule 1, or (ii) in the absence of any payment schedule, within [30] days of the Commencement Date. The Sponsor shall pay such invoices within [30] days of receipt.

## All sums payable under this agreement:

### are exclusive of VAT or other applicable sales tax, which shall be paid by the Sponsor in addition to the sum in question;

### shall be paid by the Sponsor to the Club in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law.

## Without prejudice to its other rights and remedies, in the event of late payment by the Sponsor, the Club shall be entitled to charge interest on such payment at a rate of four percent (4%) above the base lending rate of the Bank of England from time to time (or, if lower, the maximum amount permitted by law), accruing daily from the time at which payment became due until the date of actual payment.

# Obligations of the sponsor

## The Sponsor shall:

### not use, or authorise the use of, any of the Rights in a manner contrary to the terms and conditions of this Agreement;

### pay the Sponsorship Fee to the Club;

### ensure that any use of the Rights (including the Club’s Intellectual Property Rights) are approved in advance in writing by the Club;

### at all times comply with any provisions of the Club’s Brand Guidelines;

### not issue, publish, circulate or otherwise make public use of any Sponsor Materials in any format or media without obtaining the prior written approval of the Club;

### correctly use the Club’s Intellectual Property Rights (including its trade marks and logo) on any social media posts, documents, materials or other publication;

### promptly observe and comply with all instructions, directions or regulations issued by or on behalf of the Club relating to the image of the Club including without limitation, those of any authorised broadcaster;

### not do or permit anything to be done which might adversely affect the rights of the Club in or to any of the Rights or the value of the Rights and shall provide all reasonable assistance to the Club in relation to the Club’s exploitation of the Rights;

### not itself, and take reasonable measures to procure that none of its directors, officers, representatives, agents or contractors shall, make any derogatory statements or comments about the Club, its directors, officers or representatives, any Player or the sport of the Club generally or do anything or make any omission which may bring any of the foregoing into disrepute;

### observe and act in accordance with all applicable laws which are applicable to the Sponsor and the Club; and

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

# obligations of the club

## The Club agrees throughout the Term to:

### ensure that its use of the Sponsor Rights is in accordance with the Sponsor Brand Guidelines (to the extent provided by the Sponsor);

### promptly notify the Sponsor of any factor which could reasonably be expected to or does impact upon the Club’s ability to provide the Rights under this Agreement;

### not itself, and take reasonable measures to procure that none of its directors, officers, representatives, agents or contractors shall, make any derogatory statements or comments about the Sponsor, its directors, officers or representatives nor do, or suffer to be done in its dealings with the Sponsor, its directors, officers or representatives any act or make any omission which brings the Sponsor into disrepute;

### consider in good faith any reasonable request from the Sponsor for joint promotional activity during the Term; and

### observe and act in accordance with all applicable laws which are applicable to the Club.

## The Club shall be entitled to enter into any sponsorship arrangement with any third party. The Sponsor agrees that the Club 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 any such arrangement.

# warranties

## Each party warrants and undertakes that it has full authority to enter into this Agreement and the individual executing this Agreement on its behalf has all requisite corporate authority to act on its behalf and to make this Agreement its valid and binding obligation.

## Each party warrants and undertakes that it has and will maintain throughout the Term all necessary powers, authority and consents to enter into and fully perform its obligations under this Agreement.

## The Sponsor further represents, warrants and undertakes that:

### its business activities, trading activities and operations are (and shall, at all times throughout the Term, continue to be) fully compliant with any and all applicable laws and it shall, at all times throughout the Term, comply in full with any and all applicable laws including all terms imposed by any third party owner and/or licensor (if any) of the Club’s premises in exercising its rights, performing its obligations and/or in order to receive any benefits under this Agreement and shall not do anything or make any omission which may put it or the Club in breach of the same; and

### it shall, and shall procure that its permitted assignees and transferees shall, at all times comply, with the Rugby Football Union’s ticket terms and conditions including the Ticket Application Conditions from time to time, available at [**INSERT RFU LINK TO TICKET APPLICATION TERMS**] and the Ticket Distribution Conditions from time to time, available at [**INSERT RFU LINK TO TICKET DISTRIBUTION TERMS**].

# intellectual property

## The Club warrants that it is the sole owner of or controls all Club Intellectual Property Rights and has the necessary authority and rights to grant the Sponsor a non-exclusive and royalty free licence to use its Intellectual Property Rights in accordance with the terms of this Agreement.

## The Sponsor warrants that it is the sole owner of or controls all Sponsor Intellectual Property Rights and confirms that the use of the Sponsor Intellectual Property Rights by the Club in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party or expose the Club to any criminal or civil proceedings.

## This Agreement performs no transfer or assignment of Intellectual Property Rights (together with any goodwill) in favour of the other party, other than expressly set out in this Agreement.

# indemnity & Liability

## The Club shall indemnify and keep the Sponsor fully indemnified from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by the Sponsor as a result of or in connection with any action, demand or claim that use or possession of any of the Club’s Intellectual Property Rights infringes the Intellectual Property Rights of any third party.

## The Sponsor shall indemnify and keep the Club fully indemnified from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by the Club as a result of or in connection with any action, demand or claim:

### that use or possession of any of the Sponsor’s Intellectual Property Rights infringes the Intellectual Property Rights of any third party;

### by a third party in relation to the Sponsor acting in a manner beyond the Rights granted under this Agreement; and

### arising in connection with the use, manufacture, supply, distribution or sale of the Sponsor Materials

## Each party undertakes that, if a claim, demand or action is made or threatened that may give rise to a claim for indemnity under this Agreement, that party shall as the case may be:

### notify the indemnifying party of the claim, demand or action in writing within five Business Days of it first being made or threatened or if not reasonably practicable to do so then as soon as reasonably practicable;

### give the indemnifying party promptly all reasonable co-operation, assistance and information which may be relevant to the claim, demand or action; and

### not admit, defend, compromise, negotiate or settle the claim or action without the consent of the indemnifying party (such consent not to be unreasonably withheld) in writing.

## Subject to clauses 9.5 and 9.7, each party’s liability to the other party shall not exceed the Sponsorship Fee.

## Subject to clause 9.7, neither party shall be liable for any indirect, consequential or special losses (including all economic losses) resulting from any breach of this Agreement.

## Except as expressly stated in this Agreement, and subject to clause 9.7, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

### death or personal injury caused by negligence;

### fraud or fraudulent misrepresentation; and

### any other losses which cannot be excluded or limited by applicable law.

# confidentiality & Announcements

## Each party shall during the Term of this Agreement and any time after expiry or termination of this Agreement, keep the other party’s Confidential Information confidential and shall not:

### use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (“**Permitted Purpose**”); or

### disclose such Confidential Information in whole or in part to any third party, except (i) to the extent required to implement this Agreement, or (ii) to its consultants or professional advisors and provided that such third parties are under a similar duty of confidentiality.

## Without prejudice to the generality of clause 10.1, neither party shall make any announcement and/or press release in connection with this Agreement at any time during or after the Term (including any announcement and/or press release with respect to the commencement, expiry and/or termination of this Agreement) except with the prior written agreement of the other party (such agreement not to be unreasonably withheld or delayed).

## The provisions of clause 10.1 shall not apply to any information which: (i) is in the public domain other than by default of the recipient party, (ii) is obtained by the recipient party from a bona fide third party having no restraint on its free right of disposal of such information, (iii) has already been independently generated by the recipient party, or (iv) is required to be disclosed by applicable law.

# TERMINATION

## Either party may terminate this Agreement at any time by giving notice in writing to the other party if:

### the other party commits a material breach of this Agreement and such breach is not remediable;

###  the other party commits a material breach of this Agreement which is not remedied within 14 days of receiving written notice of such breach;

### any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled; or

### the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 30 days after the other party has received notification that the payment is overdue.

# consequences of termination

## Expiry or termination for any reason of this Agreement shall be without prejudice to the rights and obligations of the parties existing at any time up to the date of termination the right to take action in respect of the circumstances giving rise to such termination.

## Upon expiry or termination for any reason of this Agreement:

### the Term shall come to an end;

### neither party shall make any further use of, or reproduce or exploit, the other party’s Intellectual Property Rights (including any that may be confusingly similar with such Intellectual Property Rights);

### each party shall pay to the other all and any sums due and payable at the date of such termination without undue delay;

### each party shall, at its own cost and upon the request of the other party, return or destroy any materials or equipment with immediate effect which have been provided to it by the other party;

### clauses 9 *(Indemnity & Liability)* and 11 *(Confidentiality & Announcements)* shall remain in effect, together with such provisions which expressly or by necessary implication will survive termination.

# force majeure

## In this clause “Force Majeure” means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under this Agreement. A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

### promptly notifies the other party of the Force Majeure event and its expected duration; and

### uses reasonable endeavours to minimise the effects of that event.

## If due to Force Majeure, a party:

### is unable to perform a material obligation; or

### is prevented from performing its obligations for a continuous period of more than 30 days,

## the other party may terminate this Agreement on written notice.

# Insurance

## The Sponsor shall maintain in force appropriate insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent business in connection with the risks associated with this Agreement, and produce to the Club on request full particulars of that insurance.

# General

## Neither party may assign, delegate or sub-contract any of their obligations under this Agreement to any other company, individual or entity.

## Any notice required or permitted to be given under this Agreement must be in writing and delivered personally, sent by courier, first class post or by email, such that the notifying party can prove delivery of the notice, in each case to the address of the receiving party set out at the beginning of this Agreement.

## This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

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

## This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter.

## The provisions of this Agreement will not, under any circumstances, be interpreted as creating any joint venture, agency or partnership between the parties. Neither party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with this Agreement.

## Each party acknowledges that it has not relied on or been induced to enter this Agreement by a representation, warranty or undertaking (whether contractual or otherwise) other than those expressly set out in this Agreement.

## If any provision of this Agreement is held to be invalid or unenforceable for any reason, that provision will, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The nullity or adjustment of any provision of this Agreement will not affect the validity and enforceability of any other provision of this Agreement.

## If either party agrees to waive its rights under a provision of this Agreement, that waiver will only be effective if it is in writing and signed by or on behalf of the party. A party’s agreement to waive any breach of any term or condition of this Agreement will not be regarded as a waiver of any subsequent breach of the same term or condition or a different term or condition.

## This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

# GOVERNING LAW & Jurisdiction

## 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.

## Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

# SCHEDULE 1

# RIGHTS

The Club grants to the Sponsor the following Rights to be used during the Term in accordance with the terms of this Agreement.

The Sponsor may not sub-license, or otherwise allow any third party to use the Rights, unless otherwise provided in this Agreement.

***[\*Please see wording below which is for EXAMPLE PURPOSES only. The ‘Rights’ details will need to be included here on a case by case basis]***

**[Designations**

The Sponsor has the right to use official designations such as:

[*Insert relevant details here, i.e “Official sponsor of [Club Name] or [Club Event]” etc.]*

**Marks**

The Sponsor as the right to use the following trade marks and/or logos (**Marks**) in any Sponsor Materials:

*[Images of any trade marks and/or logos can be listed here]*

The Sponsor may also design composite logos, combining the Marks and the Sponsor’s own name, trade marks provided that any designs will be subject to the prior written approval of the Club.

**Website Recognition**

*[Insert relevant details here, i.e the right to have the Sponsor marks on the Club’s website which may link to the Sponsor homepage etc.]*

**Social Media**

*[Insert relevant details here as to social media platforms that may be promoted on]*

**Sponsorship benefits**

**Tickets**

*[Insert any relevant details here that may apply to tickets, i.e any free of charge tickets, VIP tickets etc]*

*[Insert any other benefits to be provided to the Sponsor]****]***

**SPONSORSHIP FEE**

***[If the Sponsorship Fee is to be paid in instalments, this can be included here with specific payment amounts and dates]***

**SCHEDULE 2**

**SPONSOR RIGHTS**

[Insert details of the Sponsor Rights that are to be shown at the Club’s premises, logos, specific campaigns etc.]

**THIS AGREEMENT** has been entered into on the date stated at the beginning of it.

**SIGNED** for and on behalf of

**[INSERT CLUB NAME]** by:

Signature: ……………………………………………

Name: ……………………………………………

Position: ……………………………………………

**SIGNED** for and on behalf of

**[INSERT SPONSOR NAME]** by:

Signature: ……………………………………………

Name: ……………………………………………

Position: ……………………………………………