



SPONSORSHIP STANDARD CONDITIONS

Between

1: **FORRES EVENTS LIMITED,**

a company limited by guarantee incorporated under the Companies Acts with company number SC420803 and having its registered office at 121 High Street, Forres, Moray, IV36 1AB

[The Company]

And

2: **THE PERSON**

whose name and title appears in the associated document entitled **Sponsorship Specific Conditions** under the heading: “**Sponsor**”

[The Sponsor]

WHEREAS:

The Company is the organiser of the European Pipe Band Championships to be held in association with the Royal Scottish Pipe Band Association (“RSPBA”) in Grant Park, Forres, Moray, on 24th June 2017, (the “**Event**”).

The Sponsor wishes to sponsor the Event in accordance with the terms of this Agreement.

This Agreement shall consist of this document and the documents which are either attached hereto or identified herein as applicable to the Sponsor and/or available on the Company’s website www.pipingatforres.com (the “**Website**”) (together referred to as the “**Schedules**”) detailing the specific terms and conditions that shall apply to the Sponsor’s rights and obligations hereunder.

IT IS HEREBY AGREED THAT:

1: The **Company shall** use best endeavours to

- hold the Event
- run a press and public relations programme for the Event
- provide a competent management team to organise the Event
- nominate a “**Key Contact**” within the management team to handle all aspects of the Sponsor’s involvement in the Event
- provide the Sponsor with the rights to which it is entitled, in accordance with the **Sponsorship Specific Conditions** schedule
- work with the Sponsor to enhance its association with the Event.

2: The **Sponsor shall**

- **pay** to the Company by cheque or bank transfer to the bank account shown on any invoice submitted by the Company on or before the **Payment Date or Dates** shown in the **Sponsorship Specific Conditions** schedule the sums set out therein (the “**Sponsorship Fee**”) Note: any payment in kind that is accepted by the Company shall be as detailed in the said **Sponsorship Specific Conditions** schedule.
- **supply** to the Company for the Company’s sole use in relation to the Event any **Materials** described in the attached document entitled **Sponsorship Schedule**
- **provide** to the Company in a convenient and usable format by the date or dates set out in the document entitled **Sponsorship Schedule** such publicity materials, advertising copy, logos, marks, and branding materials (“**Marks/Logo**”) as the Sponsor intends for use in the sponsorship and any publicity associated with the Event
- permit the Company, at its sole discretion, and

otherwise in accordance with the provisions of this Agreement and the Schedules, to dispense, distribute, display and utilise the said Materials and Marks/Logo in the promotion, management and publicity associated with the Event

- carry the Company's "**Piping @ Forres**" branding and trademarked **logo** (in the form, and subject to such Branding Guidelines as the Company may specify) on such of the Sponsor's communication tools as are reasonably appropriate to carry such branding
- comply with any reasonable written instructions of the Company in relation to the use of its branding, and in particular to enable the Company to comply with any obligations that it may have undertaken in relation to branding usage towards other sponsors or third parties
- indemnify the Company and anyone acting on behalf of the Company in relation to the matters described in this Agreement against any liability which they may incur as a result of the use, display and distribution of the Materials and Marks/Logo in relation to the Event.

3: Save as set out herein, neither the Company nor the Sponsor shall acquire any other rights in respect of their respective trademarks, logos, marks, branding, or other intellectual property rights.

4: This Agreement **shall take effect** upon the **agreement** by the Parties of the terms set out in the **Sponsorship Specific Conditions** schedule and shall remain in effect (unless cancelled or terminated in accordance with its terms) for such period as is reasonably suitable for the promotion, organisation, management and publicising of the Event, which period is intended and expected by the Parties to be for no more than 12 months from the date of effect of this Agreement.

5: This Agreement may be **terminated** by either Party, without prejudice to any rights that have accrued prior to the date of breach or the delivery of Notice of such breach, or termination, whichever is the later, upon written Notice to the other **if**

- a Party commits a breach of this Agreement and then cannot or does not remedy that breach

within a reasonable period of time after having received written Notice from the Party seeking to terminate, calling upon the Party in breach to remedy it

- the other Party persistently breaches this Agreement
- a Party demonstrates to the reasonable satisfaction of the cancelling Party an inability or an unwillingness to perform its obligations under this Agreement; or
- a Party acting reasonably considers that the continuation of the Agreement would cause irreparable damage to its reputation, solvency or ability to trade.

6: This Agreement may be **cancelled** by either Party, and any sums paid by the Sponsor, and/or Materials unused by the Company at the date of cancellation shall be returned to the Sponsor, **if**

- The Company is prevented by circumstances beyond its reasonable control from holding the Event and Notice thereof is given to the Sponsor by the 1st April in the year in which the Event is planned to be held;

But in all other circumstances, the Sponsors agree that the **Sponsorship Fee shall be deemed fully earned by 1st April**, and shall not be refundable thereafter.

7: Neither Party shall be in breach of this Agreement or otherwise be liable to the other by reason of any delay or non-performance of any of its obligations hereunder due to circumstances beyond the control of that Party, including, without prejudice to the generality of the foregoing, lockout, strike or other form of industrial action, civil commotion or riot, weather, fire, flood, storm, transport interruptions, compliance with the order of a relevant authority, or the occurrence or threat of an event of national importance or terrorist action.

8: Neither Party shall be liable to the other under this Agreement in any circumstance for any indirect or consequential loss, including but not limited to loss of anticipated profits, loss of opportunity, goodwill, savings or other forms of economic loss. The Company makes no warranty as to the number of competitors or visitors that may attend the Event. The Company's liability to the Sponsor shall in any event be limited to the

amount of the Sponsorship Fee (if any) and the value (or return, in the Company's sole discretion) of any unused Materials supplied in accordance with the Sponsorship Schedule.

9: This Agreement is **personal** to the parties and may not be assigned or transferred to a third party without the prior consent of the other Party, such consent not to be unreasonably withheld or delayed. The terms of the Agreement shall be confidential to the Parties, save that they may be referred to by a Party for the normal purposes of its business.

10: In all matters relating to the Sponsor's right to occupy a stand at the Event and/or the delivery and placement of the Sponsor's publicity, samples, sales and other materials or staff in relation to the Event, (save cost, in those cases where it is a right granted to a relevant Grade of Sponsor as part of the Sponsorship rights accorded hereunder) relations between the Sponsor and the Company shall be regulated by the terms of the applicable **Stallholder Contract**, the **General Conditions of which are available on the Website**, and to ensure uniformity of management of on-site activity, the Sponsor shall complete all requisite forms and abide by the relevant obligations as set out therein.

11: Subject to the obligations contained in the said Stallholder Contract and associated documentation, where applicable, this Sponsorship Agreement, including such of the Schedules as are applicable, is the **entire agreement** between the Sponsor and the Company, superseding any prior agreements or arrangements, and may not be varied save with the written agreement of both Parties.

12: The Company is acting as a not-for-profit operation in relation to the Event.

The Sponsor agrees that it is fair and reasonable for the **liability of the Company towards the Sponsor** for any claim whatsoever to be **limited** to a maximum of the monetary amount of the Sponsorship Fee and the value (or return, in the Company's sole discretion) of any Materials supplied in accordance with the Sponsorship Schedule remaining unused before or by the end of the Event, or early termination or cancellation, if applicable.

Under no circumstances shall the Company be liable for consequential or financial losses, nor for any claims for loss of opportunity or profit, disappointment or expectation.

The Company shall have no responsibility towards the safety and security of the Sponsor's property, staff, or volunteers engaged at or about the Sponsor's on-Site activity, if any.

13: All Notices shall be given in writing to the address of the relevant Party shown in the **Sponsorship Specific Conditions** schedule, or to such other address or in such form (eg email) as may be advised by a Party to the other.

14: This Agreement is subject to Scots law and jurisdiction. The Parties agree to make all reasonable efforts to submit any disputes or differences between them to mediation, in a manner to be determined by the Parties as appropriate to the relevant dispute or difference, subject always to the over-riding jurisdiction of the courts.

THESE “SPONSORSHIP STANDARD CONDITIONS” FORM PART OF A BINDING CONTRACT BETWEEN THE COMPANY AND THE SPONSOR, THE OTHER PART OF WHICH IS CONTAINED IN THE “SPONSORSHIP SPECIFIC CONDITIONS” SCHEDULE AGREED BETWEEN THE PARTIES, AND ANY DOCUMENTS OR SCHEDULES REFERRED TO THEREIN.