[Sponsor Name] (the "Sponsor")

[Sponsor Address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2020

Dear Sirs/Madams

Sponsorship Agreement

Brighter Futures Limited (the "Charity") wishes to make available to, and the Sponsor wishes to accept, a sponsorship package as set out in Schedule 1 hereto (the "Sponsorship").

Terms not otherwise defined in this Agreement shall have the meaning given to such term in Schedule 1.

1. SPONSORSHIP
   1. The Sponsor hereby agrees to:
      1. pay the Sponsorship Fee to the Charity on the terms set out in Schedule 1; and
      2. grant in favour of the Charity a non-exclusive, global, royalty free licence to use the Sponsor's Marks in the Charity's Materials during the Term on the terms and subject to the conditions set out in this Agreement in order to promote and exploit the activities of the Charity (including but not limited to any Event) in any media (including but not limited to in hard copy or electronic format and whether on a website or mobile-device application).
   2. In consideration for the payment of the Sponsorship Fee the Charity shall grant in favour of the Sponsor the rights set out in Schedule 1 (the "Sponsorship Rights").
   3. The Sponsor agrees and acknowledges that the Sponsorship is non-exclusive and the Charity shall be entitled to enter into additional sponsorship arrangements with third parties without being in breach of this Agreement.
   4. Each party agrees that, in exercising its rights under this Agreement:
      1. it shall not be entitled to exploit or enter into any commercial or other agreement to exploit its relationship with the other party other than set out in this Agreement or otherwise as agreed between the parties from time to time;
      2. it shall use the other party's Marks in accordance with such party's brand, marketing or event guidelines, if any;
      3. it shall provide proofs of all Material to the other party for approval (not to be unreasonably withheld or delayed) at least 10 working days prior to any applicable deadline;
      4. it shall furnish all final form content for inclusion on the other party's Material in a format and within print deadlines reasonably specified by the receiving party;
      5. it shall ensure that all Material it produces shall comply in all respects with the proofs approved in accordance with clause 1.5(c);
      6. it shall not to do or permit anything to be done which might bring the other party into disrepute, damage the reputation of the other party or otherwise adversely affect the other party or its rights hereunder;
      7. it shall, upon written request, withdraw from circulation any Materials which do not reasonably comply with clause 1.5(f);
      8. it shall not re-size, crop or alter the colour of any Mark belonging to the other party without prior permission;
      9. it shall comply with all applicable laws relevant to the exercise of its rights and the performance of its obligations under this Agreement and shall apply any legal notices as reasonably required by the other party;
      10. it shall not use or permit the other party's Marks to be used in any manner, for any purpose or by any other party save as set out in this Agreement or with the prior written consent of the other party;
      11. it shall notify the other party of any suspected infringement of such party's Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by the other party;
      12. it shall not engage in joint promotions with any third party in relation to the other party without prior written consent; and
      13. it shall not apply for registration of any part of the other party's Marks or anything confusingly similar to such Marks as a trade mark for any goods or services or use the other party's Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this Agreement.
   5. Each party acknowledges that all rights in the other party's Marks, including any goodwill associated with them, shall be the sole and exclusive property of that party and, save as expressly provided herein, the receiving party shall not acquire any rights in the other party's Marks.
2. REPRESENTATIONS AND WARRANTIES
   1. Each party warrants and undertakes to the other that:
      1. it has full authority to enter into this Agreement and is not bound by any Agreement with any third party that adversely affects this agreement;
      2. its entry into this Agreement will not breach the terms of any agreement or understanding to which such party is party;
      3. 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;
      4. it owns or is solely entitled to use and licence all rights to any Marks it provides to the other party pursuant to this Agreement and the use of such Marks by the other party in accordance with the provisions of this Agreement shall not therefore infringe the rights of any third party.
3. LIMITATION OF LIABILITY
   1. Nothing in this agreement shall limit or exclude a party's liability:
      1. for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
      2. for fraud or fraudulent misrepresentation.
   2. Subject to clause 3.1, under no circumstances shall either party be liable to the other, whether in contract, tort (including negligence) or otherwise, for any loss of revenue or anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, loss of profits or anticipated profits, wasted expenditure or any other indirect or consequential losses.
   3. Subject to clause 3.1, the maximum aggregate liability of either party in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Agreement shall be limited to the amount of the Sponsorship Fee.
4. EVENT CANCELLATION
   1. The Charity reserves the right to cancel or abandon any Event for any reason (including, without limitation, by reason of a Force Majeure Event) whether with prior notice or otherwise. The Charity shall notify the Sponsor of any such cancellation or abandonment as soon as possible.
   2. Where the Charity cancels or abandons an Event due to a Force Majeure Event, the Charity shall not be obliged to refund any part of the Sponsorship Fee, Without prejudice to the generality of the foregoing, the Charity shall in good faith take all actions reasonably practicable to recover any monies from third party suppliers to the extent reasonably possible.
5. TERM AND TERMINATION
   1. This Agreement shall commence on the Commencement Date and shall continue until the Termination Date. The parties may extend the Term by mutual agreement.
   2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
      1. the other party commits a material breach of any term of this Agreement and, where such breach is capable of remedy, fails to remedy such breach within five days of notice to do so; or
      2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, or any steps are taken to initiate bankruptcy or insolvency proceedings against such party, or to enforce against such party's assets, in any jurisdiction.
   3. On termination or expiry of this Agreement:
      1. the Sponsorship Rights shall immediately terminate for all purposes;
      2. each party shall immediately cease making public reference to any previous sponsorship connection with the other;
      3. each party shall pay to the other any sums that are outstanding and to be accounted for under this Agreement; and
      4. the following clauses shall continue in force: clause 3 (Limitation of liability), clause 4 (Event cancellation), clause 5 (Term and termination), and clause 6 (Confidentiality) to 12 (Governing law and jurisdiction).
   4. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
6. CONFIDENTIALITY
   1. Each party shall keep the other party's Confidential Information confidential and shall not:
      1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement; or
      2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
   2. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from this agreement.
   3. The provisions of this clause shall not apply to any Confidential Information that:
      1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party in breach of this clause);
      2. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
      3. the parties agree in writing is not confidential or may be disclosed;
      4. is required to be disclosed by law or applicable regulation; or
      5. is developed by or for the receiving party independently of the information disclosed by the disclosing party.
   4. Neither party shall make, or permit any person to make, any public announcement, communication or circular concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party. The parties shall consult together on the timing, contents and manner of release of any such announcement.
7. TAX AND SET-OFF
   1. All sums payable under this agreement are exclusive of any goods and services tax, value added tax or equivalent that may be payable by either party in any jurisdiction.
   2. All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
   3. All amounts payable to the Charity under this Agreement shall be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs or deductions, the payment of which shall be the sole responsibility of the Sponsor.
8. NO PARTNERHSIP OR AGENCY
   1. Nothing in this Agreement is intended to, or shall be deemed to, establish any legal partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
   2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
9. THIRD PARTY RIGHTS
   1. This Agreement does not give rise to any for any third party to enforce any term of this agreement and the rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
10. VARIATION, ASSIGNMENT AND WAIVER
    1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
    2. This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
    3. 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
11. ENTIRE AGREEMENT, SEVERENCE
    1. 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.
    2. Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
    3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
12. GOVERNING LAW AND JURISDICTION
    1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Jersey.

Please indicate your acceptance of the terms of this Agreement (including the Schedule) by signing and returning a copy of this Agreement.

Thank you again for choosing to support Brighter Futures. Please rest assured that all money raised via this initiative will be used to support vulnerable families in Jersey.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
For and on behalf of  
Brighter Futures Limited

We acknowledge and agree the terms of this Agreement, including the Schedule.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
For and on behalf of  
[Sponsor]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Sponsorship Rights [UPDATE AS APPROPRIATE FOR EACH SPONSOR]

|  |  |
| --- | --- |
| Sponsorship Fee: | [X] |
| Payment terms: | [Details of any payment schedule or conditionality] |
| Sponsorship Period: | [X] or N/A |
| Commencement Date: | [X] |
| Termination Date: | The earliest of (a) the date of the Event (where there is only one); or (b) the last date of the Sponsorship Period (if any); or (c) the date (if any) upon which this Agreement is terminated in accordance with the terms set out herein |
| Term: | The period from the Commencement Date to the Termination Date (both dates inclusive) |
| Event(s): | [X] or N/A |
| Marks: | means any artwork, designs, slogans, logos, trade marks, text or other collateral marketing materials provided by a party for use by the other under the terms of this Agreement |
| Materials: | any promotional, advertising or publicity materials produced by or on behalf of a party |
| Incorporation of Marks: | The Charity shall, wherever reasonably possible and appropriate and subject to the terms and conditions of this Agreement, incorporate the Sponsor's Marks into the Charity's relevant Materials |
| Social Media: | The Charity will provide relevant promotion of the Sponsor's support of the Charity through its existing presence within online communities and social networks, including Facebook, Twitter and press/editorial releases |
| PR: | The Charity will include appropriate details relating to the Sponsor in all relevant press releases, media, invitations and communications |
| Event Programmes: | The Organiser undertakes that any official Event programme shall bear the Sponsor's Marks and such text and advertising as the Charity may, in its discretion, deem reasonably appropriate given the nature of the Event and its anticipated attendees |
| Use of Event footage and stills photography: | The Charity shall make available to the Sponsor a selection of any video footage and still photography obtained at an Event and the Sponsor shall have the non-exclusive right to use such footage and photography in its promotional material for a period of twelve months following the date of the Event (or longer with the consent of the Charity). |
| Event tickets and hospitality: | The Charity shall provide the Sponsor with at least [X] tickets to each Event [together with access to an appropriate hospitality area and adequate parking (where available), in each case appropriate to the size and location of the venue]. |
| Banners and signage: | The Charity shall ensure that adequate space is provided for the Sponsor's reasonable banners and advertising, having regard to the nature of the Event and the location and size of the venue provided that such banners and/or advertising shall be provided to the Charity at least three days prior to the date of the Event (or, at the request of the Charity, deliver the same to the venue on or before the date of the Event) |
| Force Majeure Event: | means any circumstance not within the Charity's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service |
| Confidential Information: | means all confidential information (however recorded or preserved) disclosed by a party to the other party whether before or after the date of this Agreement which may reasonably be regarded as confidential, including but not limited to the existence and terms of this Agreement |