



EVENT SPONSORSHIP AGREEMENT

PART A – SPONSOR INFORMATION

| | | | |
|---|---|---|--|
| <u>EVENT:</u> | BSA Annual Conference 2018 – Northumbria University, Newcastle-Upon-Tyne, 10-12 April 2018 | | |
| Sponsor Details: | ("the Sponsor ") | | |
| Sponsor Name: | | | |
| Address: | | | |
| Details of Exhibitors Attending: | <p><u>Exhibitor 1:</u> Full Name: Email Address: Dietary Requirements:</p> <p><u>Exhibitor 2:</u> Full Name: Email Address: Dietary Requirements:</p> | | |
| Do exhibitors give consent for their email address to be printed on the delegate list? YES/NO | | | |
| Purchase Order Number: | | | |
| Invoice Address (if different) | | | |
| Cancellation Cut-Off Date: <i>(Please note after this date payment will be due in full)</i> | Friday, 2 March 2018 | | |
| Telephone Number: | | | |
| Fax Number: | | | |
| Email: | | | |
| Company Number: (if applicable) | | Charity Number: (if applicable) | |
| Contact Name: (if applicable) | | Position: | |
| Direct Dial: | | Email: | |

SPONSORSHIP RIGHTS

| Sponsorship | | Prices (EX VAT) |
|--|----------|--------------------------|
| Exhibiting | | |
| 1 table | £590 | <input type="checkbox"/> |
| 2 tables | £1140 | <input type="checkbox"/> |
| 3 tables | £1680 | <input type="checkbox"/> |
| 4 tables | £2200 | <input type="checkbox"/> |
| Website | | |
| Company logo with website link | £350 | <input type="checkbox"/> |
| Advertising PLEASE INDICATE QUANTITY REQUIRED | | |
| <i>Conference Programme</i> | | |
| Full Page | £525 | <input type="checkbox"/> |
| <i>Delegate Pack Inserts</i> | | |
| Single sheet | £300 | <input type="checkbox"/> |
| Brochure | £535 | <input type="checkbox"/> |
| Combination packages | | |
| 1 Table & Full Page Advert | £1000 | <input type="checkbox"/> |
| 2 Tables & Full Page Advert | £1410 | <input type="checkbox"/> |
| 3 Tables & Full Page Advert | £1760 | <input type="checkbox"/> |
| Total Cost | £ | |

PART B: VENUE INFORMATION DETAILS

Event Name: BSA Annual Conference 2018

Date and Time of Event: Tuesday 10 – Thursday 12 April 2018

Venue Address:

Newcastle City Campus,
2 Ellison Pl,
Newcastle upon Tyne
NE1 8ST

Further information on deliveries and timings will be available later on in the year.

In signing the Sponsor hereby agrees to enter into a legally binding agreement with the BSA. Part A, Part B and Part C of the Contract together form the entire agreement.

Signed for and on behalf of the Sponsor

Signature:

Name:

Position:

Date:

Signed for and on behalf of the BSA

Signature:

Name:

Position:

Date:

PART C: STANDARD TERMS AND CONDITIONS

1. Definitions

1.1. In these Conditions, the following definitions shall apply:

"Applicable Laws" the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties; rights or the performance of their obligations;

"BSA" the British Sociological Association, company number 03890729 charity number 1080235;

"Business Days" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Cancellation Cut Off Date" the date as set out in Part A;

"Commencement Date" means the date on which the Contract is formed in accordance with clause 2;

"Contract" means Part A, Part B and Part C of this Agreement together;

"Delegate Data" the list of delegates' names who have signed up to attend the Event;

"Delegate Data Delivery Date" means the date on which the BSA will provide to the Sponsor the Delegate Data, being a date as soon as possible after the BSA has the final Delegate Data;

"Event" the event as detailed in Part B of this Sponsorship Agreement;

"Force Majeure Event" has the meaning given in clause 16.1;

"Intellectual Property Rights" patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Sponsor" means the organisation named as such in Part A of the Sponsorship Agreement;

"Sponsor's Event Materials" any advertising or promotional materials or products produced by or on behalf of the Sponsor which associate the Sponsor with the Event;

"Sponsor's Marks" the trade marks which the Sponsor owns and provides details of to the BSA pursuant to this Contract together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Sponsor;

"Sponsorship Fee" the sums set out in the Sponsorship Form and payable in accordance with clause 5;

"Sponsorship Form" the Sponsor's written acceptance to sponsor the Event as set out overleaf

"Sponsorship Rights" the rights set out in Part A of the Sponsorship Form provided to the Sponsor by the BSA in respect of the Event;

"Termination Date" the date on which the Sponsorship Agreement will terminate, subject to those Terms and Conditions;

"VAT" Value added tax chargeable under the Value Added Tax Act 1994; and

"Venue" means the premises where the Event is to take place as set out in Part B.

1.2. In these Conditions, the following rules apply:

1.2.1. a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and

1.2.2. a reference to a "party" includes its personal representatives, successors or permitted assigns.

2. Basis of Contract

2.1. The Sponsorship Form constitutes an offer by the Sponsor to sponsor the Event in accordance with these Conditions. The Sponsorship Form shall be deemed to be accepted when the BSA counter-signs that Sponsorship Form at which point and on which date the Contract shall come into existence (the "Commencement Date").

3. Grant of Rights

3.1. The BSA grants to the Sponsor the rights set out in this Sponsorship Agreement.

3.2. All rights not expressly granted to the Sponsor under this Contract are reserved to the BSA.

3.3. The Sponsor grants and the BSA accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Sponsor's Marks:

3.3.1. during the Term for the delivery of the Sponsorship Rights; and

3.3.2. in perpetuity to promote and exploit the Event in any media whether now know or yet to be invented (including on a website or mobile-device application) including by use on promotional material and merchandising.

4. Term

4.1. This Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with these Conditions, until the Termination Date when it shall terminate automatically without notice.

5. Sponsorship Fee

5.1. In consideration of the Sponsorship Rights set out in Part A granted to the Sponsor, the Sponsor shall pay the BSA the Sponsorship Fee.

5.2. The BSA shall invoice the Sponsor for the Sponsorship Fee on, or as soon as possible after, the Commencement Date and the Sponsor shall pay the invoice submitted by the BSA within 30 days of the date of the invoice in full and in cleared funds to a bank account nominated by the BSA, and time for payment shall be of the essence of the Contract. Payment must be received by the BSA prior to commencement of the Event.

5.3. All amounts payable by the Sponsor under the Contract are exclusive of amounts in respect of VAT chargeable for the time being which shall be paid in addition.

5.4. If the Sponsor fails to make any payment due to the BSA under the Contract by the due date for payment, then the Sponsor shall pay interest on the overdue amount at the rate of []% per cent per annum above [] Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

5.5. No deductions may be made from, nor purported right of set-off exercised in relation to the Sponsorship Fee howsoever arising.

5.6. No invoice shall be issued without a valid Purchase Order Number if a Sponsor has a finance system which utilises purchase order numbers.

6. Obligations of Sponsors

6.1. The Sponsor undertakes to the BSA:

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

6.1.2. to use any BSA branded materials provided by the BSA in accordance with any guidelines setting out the technical requirements for their reproduction, as these guidelines may be amended by from time to time by notice in writing to the Sponsor;

6.1.3. to submit to the BSA, on the BSA's reasonable request, for its prior written approval, not to be unreasonably withheld or delayed, samples of all the Sponsor's Event Materials, before their distribution, printing production or display;

6.1.4. to withdraw from circulation immediately any Sponsor Event Materials which do not comply with clause 6.1.2 at the written request of the BSA;

6.1.5. to comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this Contract;

6.1.6. to provide to the BSA, at the Sponsor's sole cost and expense, all suitable material including artwork of the Sponsor's Marks in a format and within print deadlines reasonably specified by the BSA for it to be reproduced under the control of the BSA for the fulfilment of the Sponsorship Rights;

6.1.7. to comply with the Venue Information set out in Part B of this Agreement and any further instructions issued by the Venue;

6.1.8. to ensure it has insurance against damage to the Venue as well as to our stand and equipment. All sponsors will be held responsible for any damage incurred by whatever means and will be required to make good such damage at their own expense;

6.1.9. to leave its area clean and tidy after the Event;

6.1.10. to use the Delegate Data solely in relation to the Event. The Sponsor confirms that it shall not use the Delegate Data in any other way save in relation to the Event between the Delegate Data Delivery Date and the Termination Date nor transfer or dispose of the Delegate Data to any third party. Further the Sponsor shall and shall procure that its employees, officers and agents shall comply with the terms of this clause 6.1.10.

6.2. The Sponsor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights, without the BSA's prior written consent.

7. Obligations of The BSA

7.1. The BSA shall procure the organisation and staging of the Event at the Venue at its sole cost and expense in accordance with the terms of this Contract.

7.2. The BSA shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor.

8. Representations and Warranties

8.1. The Sponsor represents and warrants that:

8.1.1. it owns or is solely entitled to use the Sponsor's Marks and any other material supplied to the BSA in relation to this Contract and the BSA shall be entitled to see evidence to this effect on request;

8.1.2. The BSA's use of the Sponsor's Marks in accordance with the terms of this Contract will not infringe the rights of any third party; and

8.1.3. all Intellectual Property Rights in and to any materials produced for the Event by or on behalf of the BSA or jointly by the BSA and the Sponsor shall, with the exception of the Sponsor's Marks, be the sole and exclusive property of the BSA and if the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the BSA on request, whenever that request is made.

9. Indemnities

9.1. The Sponsor shall indemnify the BSA against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the BSA arising out of or in connection with:

9.1.1. any claim made against the BSA by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the BSA's use of the Sponsor's Marks in accordance with this Contract;

9.1.2. any claim made against the BSA by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsor's Event Materials, whether or not any claim arises during the Term.

9.2. The indemnities in this clause 9 shall apply whether or not the indemnified party has been negligent or at fault.

10. Limitation of Liability

10.1. Nothing in this Contract shall limit or exclude a party's liability: for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for any liability which cannot be limited or excluded by Applicable Laws; or under the indemnities set out at clause 9.1.1 and 9.1.2.

10.2. Subject to clause 10.1, under no circumstances shall the BSA be liable to the Sponsor for any of the following, whether in contract, tort (including negligence) or otherwise: 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 indirect or consequential losses.

10.3. Subject to clause 10.1, the BSA's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Contract shall be limited to 50% (fifty per cent) the amount of the Sponsorship Fee paid under or pursuant to this Contract (the "Cap"), always provided that where any sums are refunded to the Sponsor pursuant to clause 13 the Cap shall be reduced by the amount of such refund.

11. Cancellation of the Event By The BSA

11.1. The BSA reserves the right to cancel the Event for any reason (including, without limitation, by reason of a Force Majeure Event). The BSA shall notify the Sponsor of the Cancellation as soon as possible. The parties agree that:

11.1.1. the BSA shall not be in breach of this Contract by virtue of that cancellation or abandonment;

11.1.2. on the BSA notifying the Sponsor of such cancellation this Contract shall automatically terminate, save that the BSA may agree to a reduction or refund of the Sponsorship Fee in accordance with clause 12.

12. Consequences of Cancellation

12.1. The BSA may make such reasonable reduction or refund as it deems appropriate to the Sponsorship Fee to reflect any material restriction in the benefit or value of the Sponsorship Rights to the Sponsor, including if any of the following events occurs during the Term:

12.1.1. any change in Applicable Law which has an adverse impact on the value of the Sponsorship Rights; and

12.1.2. cancellation of the Event for any reason including as a result of a Force Majeure Event.

12.2. Any reduction or refund of the Sponsorship Fee agreed by the BSA shall be payable within 30 days of that agreement or determination or on any dates as agreed by the parties in writing.

13. Sponsor's Right of Cancellation

13.1. The Sponsor may cancel its participation in the Event but only if such cancellation is received by the BSA by the Cancellation Cut-off Date. If the Sponsor cancels after such date the Sponsor shall continue to be obliged to pay the Sponsorship Fee in full.

14. Termination

14.1. Without limiting its other rights or remedies, the BSA may terminate the Contract with immediate effect by way of notice to the Sponsor in the event that the Sponsor commits a material breach of the Contract; or the Sponsor fails to pay the Sponsorship Fee or any other amounts due under this Contract on the due date for payment.

14.2. Either party may terminate this Contract by notice in writing if a liquidator, receiver or trustee in bankruptcy is appointed over any of the

property or assets of the other party or if the other party makes any voluntary arrangement with its or his creditors or becomes subject to an administration order, but the Sponsor shall have no other right to terminate the Contract save as provided in clause 15.

15. Consequences of Termination

15.1. On termination or expiry of this Contract, the Sponsorship Rights granted by the BSA to the Sponsor under this Contract shall immediately terminate and revert to the BSA.

15.2. Termination or expiry of this Contract 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 Contract which existed at or before the date of termination or expiry.

15.3. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect.

16. Force Majeure

16.1. The BSA shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the BSA shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 months, the Sponsor may terminate this Contract by giving 10 Business Days written notice to the BSA. In the event that the Contract is terminated pursuant to clause 16.1, the provisions of clause 12 shall apply.

17. Notices

17.1. Any notice given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

17.2. Any notice shall be deemed to have been received:

17.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

18. Privacy

18.1. The Sponsor hereby consents and shall procure that its employees, staff, officers and any other proposed attendees of the Event consent to the BSA processing the personal data (including sensitive personal data) that it collects from the Sponsor in connection with the Event and this Contract about such persons. In particular, the BSA may use information which it holds about the Sponsor for the BSA's internal purposes which will include accounts processing, internal analysis of Sponsors, inviting Sponsors to other events organised by the BSA and for the BSA's external purposes which will include marketing and promotions.

19. General

19.1. Nothing in this Contract 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, or authorise any party to make or enter into any commitments for or on behalf of any other party.

19.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person. A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

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

19.4. The BSA shall be entitled to freely assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.

19.5. This Contract 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.

19.6. Each party agrees that it 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

19.7. This Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.