

Sponsorship Agreement

National Counsellors' Day 2024

Updated: January 2024

Re: 'National Counsellors' Day Conference' at 'Online Event' - to be run by Maria Albertsen on behalf of National Counsellors' Day ('the Organiser')

Dear ,

The Sponsor and the Organiser wish to agree terms and arrangements whereby the Sponsor will provide the Organiser with financial sponsorship for the Organiser's event ("Event") and the Organiser will in return appoint the Sponsor as non-exclusive sponsor and will promote the Sponsor's name and business at the Event ("Promotion").

This letter and the attached Schedule ("Agreement") set out the details of those terms and arrangements. In particular, the Schedule defines and sets out key definitions and details (Event, Venue, Sponsorship Fee, Promotional Materials, Sponsor Designations, Promotion, Event Services, Intellectual Property Rights).

1. The Organiser's responsibilities

The Organiser undertakes to:

- 1.1 host, organise, and run the Event and provide the Venue;
- 1.2 provide the Sponsor with the Promotion and the Event Services (at and in relation to the Event) as detailed in the Schedule;
- 1.3 prepare and provide the Promotional Materials, and use them as detailed in the Schedule;
- 1.4 neither use any Sponsor Designations nor any other designation nor any other item relating to the Sponsor's business without the Sponsor's prior approval (whether or not it relates to the Event), but the Organiser may use the Sponsor Designations as permitted by Clause 2.3 below and as detailed in the Schedule;
- 1.5 not do anything at or in relation to the Event likely to harm the Sponsor's business reputation or goodwill attaching to its business or Sponsor Designations; and
- 1.6 ensure that it complies with all legal requirements and that it has all necessary authorities, licences, and consents to run the Event, to meet its obligations under this Agreement and for the parties to implement this Agreement generally.

2. The Sponsor's responsibilities.

The Sponsor undertakes:

- 2.1 to pay the Organiser the Sponsorship Fee as set out in the Schedule;
- 2.2 to provide the Organiser in good time with suitable hard or electronic copies of the Sponsor Designations to use in the Promotional Materials;
- 2.3 to permit the Organiser to use the Sponsor Designations as necessary to enable the Organiser to provide the Sponsor Promotion and Event Services, and to host, organise, and run the Event, but does not grant the Organiser any other right or licence under the Sponsor's Intellectual Property Rights;
- 2.4 that the Organiser's use of Sponsor Designations in accordance with this Agreement will not infringe any Intellectual Property Rights of any third party; and
- 2.5 to advertise or make any public statements about the Sponsor's sponsorship of the Event only if such statements do not contain any negative comment about the Organiser or the Event.

3. Circumstances beyond the reasonable control of either party

If the Organiser or the Sponsor ("party") fails to perform or delays in performing any obligation due to circumstance beyond that party's reasonable control ("Force Majeure"), that party shall not be considered to be in breach of or liable for that failure or delay.

4. Termination

4.1 For force majeure

4.1.1 Where there is Force Majeure and as a result it reasonably appears to either party at any time that the Event cannot commence, or cannot continue until its conclusion as or when contemplated by this Agreement, either party may promptly at that time terminate this Agreement by notice to the other party.

4.1.2 If, at the time of serving that notice:

4.1.2.1 either (a) the Event has not commenced; or

(b) it has commenced, but Promotion activity, if any, has not yet provided the Sponsor with a substantial part of the benefit contemplated by this Agreement

- none of the Sponsorship Fee shall be payable, and if any has been paid it shall be promptly returned to the Sponsor; or

4.1.2.2 the Event has commenced, and Promotion activity has provided the Sponsor with a substantial part of the benefit contemplated by this Agreement, a fair and reasonable part of the Sponsorship Fee (having regard to that part of the benefit provided) not exceeding 50% of it shall be and remain payable, and any sum previously paid over and above the fair and reasonable part payable shall be promptly returned to the Sponsor.

4.2 For no good reason

If the Organiser cancels the Event at a time when there is no Force Majeure and there is no breach of this Agreement by the Sponsor, the Organiser may do so by notice to the Sponsor but may not retain or receive any Sponsorship Fee, and the Organiser must promptly return any of it previously paid.

4.3 For breach

Either party may terminate this Agreement by giving notice to the other if the other commits any breach of a material obligation under this Agreement (including failure to pay any sum due) and fails to remedy it within 14 days after being given notice containing details of the breach and requiring it to be remedied. Upon such termination, if the party in breach is:

4.3.1 the Organiser, it may not retain or receive any Sponsorship Fee, and it must promptly return any of it previously paid; or

4.3.2 the Sponsor, the Organiser will remain entitled to receive and retain all of the Sponsorship Fee, and if the Sponsor has not at that time paid any of it to the Organiser, it will promptly then do so.

5. Confidentiality

Except as the parties may otherwise agree in relation to any particular information, each party undertakes to the other to keep confidential all confidential information of the other, to use it only if and to the extent necessary to carry out this Agreement, and not disclose any such confidential information to any third party. This undertaking shall not apply to any information which is in the public domain otherwise than due to a breach of this undertaking.

6. Data Protection

6.1 For complete details of the First Party's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Other Party's and third parties' rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party. Each Party's Privacy Notice is available from it on request.

7 Notices

Any notice to be given under this Agreement by either party to the other shall be in writing given by email as follows:

7.1 To the Sponsor, to (email address); or

7.2 To the Organiser, to enquiries@nationalcounsellorsday.co.uk.

8 General

8.1 This Agreement shall constitute only the contractual relationship provided for in this Agreement and neither party shall be a partner, agent, employee, or joint venturer of the other.

8.2 This Agreement is personal to each of the parties, and no obligation or rights under it may be assigned, sub-contracted, sub-licensed or otherwise delegated except as the parties may agree in writing.

8.3 Except as set out in this Agreement, the parties have not agreed any other terms, responsibilities, rights, or other details in relation to the Event or the Promotion, nor will either party rely on any statements or promises made to it by the other unless they are set out in this Agreement.

If you propose to add/amend anything to this Agreement, please do not countersign this letter, but instead let me know, and, if I agree, I can replace this Agreement with an amended one for you to sign.

However, if you are content with this Agreement, please sign and date and then please return via email to me as soon as possible to indicate your agreement to everything in this Agreement.

Yours faithfully,

for and on behalf of
National Counsellors' Day

To: National Counsellors' Day
The Sponsor agrees to the terms of the above letter and attached Schedule.

(signed)

for and on behalf of
Full name of (Sponsor).....

Dated:
(Note: This is the date from which the Agreement will be effective)

SCHEDULE

1. **“The Event”** means a single event which will take place Online on Saturday 29th June 2024 consisting of a 7-hour Conference with a minimum of ten presenters.
2. **“The Venue”** means the Online Zoom room where the Conference will occur. This is managed by www.onlineevents.co.uk.
3. **“The Promotion”** means the use by the Organiser of the following Promotional Materials from the Sponsor which will be used from the date they are received from the Sponsor until the end of the Conference on 29th June 2024; except the Sponsor Banner which will remain on our webpage either until we close the website or at your request to remove it:

Logo, relevant text, presenter biography (if appropriate)

and they are to be used as follows: on the Organisers website; social media (attached to a Sponsor banner); email communications, media pack and Conference brochure.

4. **“Event Services”** means the Organiser will provide for the Sponsor, complimentary entry tickets to the Online event.
5. **“The Sponsorship Fee”** means that the Sponsor will pay the fee of £ and it will be payable in full at the time of signing this Agreement.

This amount is inclusive of VAT.

6. **“The Sponsor Designations”** means items referring to Sponsor’s business which they require the Organiser to use as at “(3)” above.

These might be, for example, the name, logo, trade or service mark, other marketing signs, and any accompanying artwork, design or slogan.

7. **“Intellectual Property Rights”** means all intellectual property rights in the Sponsor Designations belonging to the Sponsor, including, for example, copyright, trade/service marks (registered or unregistered), rights to sue for passing off, domain names, goodwill, or rights in confidential information. Other terms are defined in the Schedule.