

EVENT SPONSORSHIP TERMS AND CONDITIONS

These terms and conditions shall apply to the sponsorship by the Sponsor (as outlined in the sponsorship order form) of the Event arranged by 31 Media Limited (company number 06127830) whose registered office is at 85 Church Road, Hove, East Sussex, BN3 2BB ('the Event Owner')

1 Interpretation

1.1 In the context of this Agreement, the words and phrases below shall have the following meanings:

'Event' the seminar referred to in the sponsorship order form

'Event Format' the timing, structure and format of the Event as set out in the event brochure

'Exclusive' no licence or right granted to the Sponsor herein and described as Exclusive shall be granted by the Event Owner to any other person in the UK in relation to the Event save as may be expressly permitted in this Agreement

'Proprietary Rights' all existing and future intellectual property rights attaching to the Event including without limitation copyright, registered and unregistered trademark and design rights and the accompanying goodwill

'Sponsorship Rights' the sponsorship rights as detailed in clause 3 below

'Venue' as set out in the sponsorship marketing information

2 Sponsorship fee

2.1 In consideration of the rights and licences granted the Sponsor shall pay to the Event Owner the agreed fee (the 'Sponsorship Fee') in the following installments: 50 % deposit within 28 days of the order date and balance not less than 40 clear days before the Event. Where the order is received within 40 days prior to the commencement of the event the total amount becomes payable immediately

2.2 Value added tax (or its equivalent) has not been included in the Sponsorship Fee and where applicable it shall be paid by the Sponsor forthwith upon the provision by the Event Owner of the appropriate value added tax invoice.

2.3 All amounts paid by the Sponsor after the due date will bear interest that will be calculated on a daily basis, at the rate of eight percent (8%) (or the highest rate permitted by law, if less) above the base rate of The Bank of England, from the date when payment was due until the date the payment is received, whether before or after judgment. If the Sponsor fails to pay, the Sponsor will be responsible for all expenses (including reasonable legal fees) incurred by the Event Owner in collecting the amounts due

3 Sponsorship rights

In consideration for the payment by the Sponsor of the Sponsorship Fee, the Event Owner hereby grants to the Sponsor the following Sponsorship Rights where applicable and as agreed on the sponsorship order form:

3.1 The right to be designated as an Official Sponsor of the Event (or such similar designation as may be agreed between the parties) at the Event;

3.2 The right to the number of free delegate spaces at the Event as appears on the sponsorship order form

- 3.3 The right to nominate the Sponsor Logo;
- 3.4 The right to have the Sponsor Logo on all pre-event promotional material – flyers, fax shots, emails and on all show material including AV presentation;
- 3.5 The right to reasonable display space at the event where applicable;
- 3.6 The right to have information packs inserted in all delegate folders concerning the Sponsor, the content and amount of which is to be subject to approval by the Event Owner;

4 Obligations of Sponsor

The Sponsor hereby warrants to the Event Owner that:

4.1 It shall not use or permit the use of or any of the rights and licences granted herein in a manner which in the reasonable opinion of the Event Owner is or might be prejudicial or defamatory to the image and/or reputation of the Event, the Event Owner or the Venue;

4.2 The Sponsor acknowledges that the Event Owner owns and/or controls the Event, and the Proprietary Rights and agrees that the Sponsor has no right, title or interest thereto save as licensed hereunder. The Sponsor warrants that it shall not seek to acquire any such right, title or interest to nor shall it use the Sponsorship Rights save as authorised in this Agreement or as otherwise agreed by the Event Owner. The Sponsor shall use its reasonable endeavours to assist the Event Owner in protecting the Proprietary Rights and shall not knowingly do or cause or permit anything to be done which may endanger the Proprietary Rights or the title thereto of the Event Owner. Without prejudice to the generality of the foregoing the Sponsor undertakes to the Event Owner:

4.2.1 to provide such information and details as may be reasonably required by the Event Owner including samples of any advertising material and any products which are to be promoted in association with the Event to the Event Owner for approval;

4.2.2 to notify the Event Owner of any suspected infringement of the Proprietary Rights, but to take no steps or action whatsoever in relation to such suspected infringement unless requested to do so by the Event Owner; and

4.2.3 to execute such further documentation and provide such assistance as may be requested by the Event Owner which may in the Event Owner's reasonable opinion be required to record the terms of this Agreement or any understanding or obligation hereunder on any trademark or other register or otherwise howsoever which may in the Event Owner's reasonable opinion be necessary to protect and the Proprietary Rights;

4.3 The Sponsor undertakes not to share any of the rights and licences granted herein or engage in joint promotions in relation to the Event except in each case with the prior written consent of the Event Owner;

4.4 The Sponsor shall supply at its cost finished artwork relating to its name, logos and other identification provided for herein within print deadlines reasonably set by the Event Owner;

4.5 The Sponsor warrants that it owns and/or is solely entitled to use the Sponsor Logo and other material supplied to the Event Owner in relation to this Agreement, and the Event Owner shall be entitled to see evidence to this effect on request;

4.6 The Sponsor will not make or cause to be made or issued any report or announcement to the press or media regarding the Sponsorship Rights or the Sponsor's appointment except in the form approved by the Event Owner; and

4.7 The Sponsor agrees that it shall exercise the rights and licences granted at its sole risk and shall indemnify and hold harmless the Event Owner with respect to all claims of, and liability to, third persons for injury, death, loss, or damage of any type arising out of, or in connection with, the exercise of such rights and licences except where such injury, death, loss, or damage has resulted from the negligent act(s) or omission(s) of the Event Owner.

5 Obligations of Event Owner

The Event Owner hereby warrants to the Sponsor that:

5.1 The Event Owner owns and/or controls the Event and the Proprietary Rights and use of the Sponsorship Rights by the Sponsor as provided for under this Agreement shall not infringe the rights of any third party;

5.2 The Event Owner shall stage the Event in accordance with the Event Format as outlined in the event brochure;

5.3 The Event Owner shall deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor and to ensure that all relevant Sponsor signage and advertising is properly in place and operational and not concealed or obscured from view at any time;

5.4 The Event Owner shall ensure that all press releases to the media directly involving the Sponsor are approved in advance by the Sponsor who shall likewise allow the Event Owner to approve any such releases directly involving the Event and/or the Event Owner, such approval not to be unreasonably withheld or delayed by either party;

5.5 The Event Owner shall consider any reasonable requests from the Sponsor or any of its agents to run joint promotional activity;

5.6 The Event Owner shall use its reasonable endeavours to uphold the good name, image and reputation of the Sponsor at all times and shall not make any statements or engage in conduct which is likely to damage or bring into disrepute the name and/or image and/or reputation of the Sponsor;

5.7 The Event Owner shall at all times during this Agreement effect and maintain an appropriate level of insurance cover in relation to the Event. The Event Owner shall, if so requested by the Sponsor, note the interest of the Sponsor on any such policy and shall produce upon reasonable demand documentary evidence showing the required insurance cover and proof of payment for the premiums for such insurance; and

5.8 The Event Owner acknowledges that the Sponsor owns and/or controls the Sponsor Logo and the Event Owner shall not knowingly do or cause or permit anything to be done which may endanger the Sponsor's rights and title in the Sponsor Logo.

5.9 The Event Owner shall deliver the Event on the date outlined in the sponsorship marketing information. Should the date of the event change for any reason the Event Owner will notify the Sponsor in writing at least three calendar months before the commencement of the Event. Upon the date of the Event changing and where the Event Owner has notified the Sponsor in writing at least three calendar months prior to the Event, the termination policy as stated in point 6.4 shall stand.

6 Termination

6.1 Either party may, without prejudice to any other rights or remedies, terminate this Agreement forthwith by giving written notice to the other party in the event that the other party commits a material breach of this Agreement and, in the case of such breach being capable of remedy, does not remedy such breach within 7 days of being given notice in writing specifying the breach and requiring its remedy.

6.2 Either party may terminate this Agreement forthwith by notice in writing to the other party if:

6.2.1 a party enters into liquidation or dissolution otherwise than for the purpose of an amalgamation or reconstruction, save in circumstances approved by the other party; or

6.2.2 a party ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertakings, enters into any compromise or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability.

6.3 The Sponsor is entitled to terminate this Agreement forthwith on notice in the event of cancellation of the Event and to require refund of any part of the Sponsorship Fee which has been paid.

6.4 If the sponsor wishes to terminate this agreement for any other reason than those outlined in the clauses 6.1 to 6.3 this will incur no cancellation charge if notice of cancellation is received in writing within 30 days of placement of the order, following that time period a cancellation charge of 75% of the sponsorship fee will be due payable to the Event Owner. Should the Sponsor wish to terminate the agreement for any other reason than those outlined in the clauses 6.1 to 6.3 and the order has been received within 30 days prior to the commencement of the event 85% of the sponsorship fee will be due payable to the Event Owner. Payment of the aforementioned fees will be required within 28 days of receipt of the cancellation notice.

7 Consequences of termination

Following termination of this Agreement for whatever reason:

7.1 The Sponsorship Rights granted by the Event Owner to the Sponsor pursuant to the above clause 3 shall revert to the Event Owner and thereafter the Sponsor shall not use or exploit (directly or indirectly) its previous connection with the Event Owner or the Event;

7.2 The Sponsor shall deliver up to the Event Owner, at the Event Owner's request, at the Sponsor's own cost all artwork, transparencies, drawings, samples, materials and all related publicity and promotional materials in the Sponsor's possession and/or control;

7.3 The Sponsor shall not make any further use of or reproduce or exploit any of the rights or licences granted under this Agreement or make any representation thereof that may be confusingly similar;

7.4 The Sponsor shall forthwith cease carrying on all business under this Agreement; and

7.5 Termination of this Agreement by either party and for any reason shall be without prejudice to any rights that may have accrued as at the date of such termination or which may accrue subsequently thereto to either party pursuant to or under the procedures set out in this clause 8.

8 Force majeure

8.1 Subject to clause 7 of this Agreement:

8.1.1 If by any reason of any event of force majeure either of the parties to this Agreement shall be delayed in, or prevented from, performing any of the provisions of this Agreement then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by either of the parties from the other by reason thereof.

8.1.2 Should the exercise of the rights and obligations under this Agreement be materially hampered, interrupted or interfered with by reason of any event of force majeure, then the obligations of the parties shall be suspended during the period of such hampering, interference or interruption consequent upon event or events and shall be postponed for a period of time equivalent to the period or periods of suspension, and the parties hereto will use their best endeavours to minimise and reduce any period of suspension occasioned by any of such events.

8.1.3 The expression 'an event of force majeure' shall mean and include fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war, or any other cause or event (whether of a similar or dissimilar nature) outside the control of the parties other than a shortage or lack of money.

9 General

9.1 Except as otherwise agreed in writing, including the release of agreed public announcements, the parties agree to keep all terms and particulars of this Agreement strictly confidential at all times, subject to any disclosure which may be required by law.

9.2 Nothing contained in this Agreement shall be deemed to create any relationship or partnership, joint venture or agency between the parties.

9.3 This Agreement may only be varied or amended by the written agreement of both parties.

9.4 The Sponsor shall not assign, sub-licence, divest or otherwise seek to delegate any of its rights and obligations hereunder without the prior written consent of the Event Owner.

9.5 A waiver by either party of a breach of any term or condition of this Agreement in any one instance shall be in writing and shall not be deemed as a continuing waiver or a waiver of any subsequent breach unless so provided for by the written notice.

9.6 Should any term of this Agreement be considered void or voidable under any applicable law, the said term shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole commercial object is thereby frustrated.

9.7 Any notice given under this Agreement shall be in writing and shall be sent to the party to be served as above written or such other address of which notice has been previously given to the other party in accordance with this clause. All notices shall be delivered by hand or sent by facsimile or, by first class letter. All notices shall be deemed to have been received if delivered by hand on the date of delivery, if posted on the expiration of 48 hours after posting and if sent by facsimile at the time of transmission.

9.8 This Agreement including the Schedules contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and arrangements (whether written or oral) in relation to such subject matter between the parties.

9.9 The construction, validity and performance of this Agreement shall be governed in all respects by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.