**Sponsorship Agreement Between Kingston** **University** [Sports Club] **and [sponsor]**

**INTRODUCTION**

1. [Sports Club] compete and represent Kingston University in BUCS Division [\_\_\_\_\_\_\_]. (“KUFC”)

[Sports Club], Kingston Students Union, Kingston University, Penryhn Road, Kingston, KT12EE (Registered Charity Number: 1144763)

1. [Sponsor] is a company that [\_\_\_\_\_\_\_] and is based within the [\_\_\_\_\_\_\_] area.

[Address of sponsor].

**1. Timescale of Agreement**

This Agreement begins on [\_\_\_\_\_\_\_] and ends on [\_\_\_\_\_\_\_] between [Sports Club] and [\_\_\_\_\_\_\_]. This Agreement will commence at 00:00 hours on [\_\_\_\_\_\_\_] and conclude at 23:59 hours on [\_\_\_\_\_\_\_]

**2. Agreement Detail**

[Sports Club] has agreed to the terms outlined in Section 4 to provide rights to advertising and promotions for [sponsor]

**3. Exclusivity**

[Sports Club] does not agree any exclusivity rights to [sponsor]

**4. Terms of Agreement**

[Sponsor] agrees to:

In return for the following:

Kingston University Men’s Football Club [\_\_\_\_\_\_\_]

Kingston University Men’s Football Club [\_\_\_\_\_\_\_]

**5. Campaigns and artwork**

[Sponsor] will notify [Sports Club] of changes in advertising and publicity and agree to send all artwork at least 20 working days before the beginning of a new campaign.

**6. Payment**

[Sponsor] agrees to pay [Sports Club] £\_\_ on [date]. [Sports Club] will issue an invoice for payment 10 working days before payment is due.

**7. Health and Safety**

7.1 Representatives of [Sponsor] agree to adhere to the University Health and Safety Policy when on campus. If any representative of [Sponsor] choose not to co-operate with the Health and Safety Policy then the Agreement will be rendered invalid.

**8. Meetings**

[Sponsor] representatives and [Sports Club] representatives agree to meet once per term to discuss the current Agreement and opportunities for future Agreements and/or sponsorships. There will be a specific meeting within the last month of the agreement to discuss renewing sponsorship.

**9. Termination**

9.1 This Agreement may be terminated:

(a) With immediate effect by notice in writing if either party shall fail to observe or perform any of the material obligations or conditions on its respective part to be observed and performed and fails to remedy any such breach within thirty (30) days of receiving notice in writing from the other party;

(b) Immediately by either party on giving notice in writing to the other if either party shall pass a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the relevant party under this Agreement), or a court shall make an order to that effect, or if either party shall cease to carry on its business or substantially the whole of its business or becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors, or has a liquidator, receiver, administrator, trustee, manager or similar officer appointed of any of its assets, or if any analogous step is taken in connection with its insolvency, bankruptcy or dissolution;

(c) By either party giving not less than 30 days' notice in writing to the other party if there is at any time any material change in the ownership or control of the other party (other than by way of group re-organisation);

9.2 Any termination of this Agreement shall be without prejudice to any other rights or remedies to which any party may be entitled under this Agreement or at law, and shall not affect any accrued rights or liabilities of any party or the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

**10. Confidentiality**

10.1 Neither party shall during the term of this Agreement or thereafter disclose to any third party any information or material relating to business or affairs of the other party which has been disclosed between the parties under or in connection with this Agreement which the recipient has been told is confidential or which a reasonably prudent business person would regard as being confidential to the other party (‘Confidential Information’).

10.2 Each party shall be entitled, but only to the extent reasonably necessary, to disclose the whole or part of any confidential information:

(a) To its officers, employees, professional advisers, insurers or reinsurers to the extent necessary to perform or enforce any of its rights or obligations under the Agreement subject in each case to the party making the disclosure ensuring that the persons in question keep the same confidential and do not use the same except for the purposes for which the disclosure is made;

(b) To such persons as the other party consents to, in writing, subject to the party making the disclosure ensuring that the person in question keeps the confidentiality and does not use the same except for the purposes for which the disclosure is made;

(c) To the extent that it is required to do so by law or by any public, quasi-governmental, supervisory or regulatory authority or any court or tribunal;

(d) To the extent that the Confidential Information or part thereof was already lawfully in its possession at the time of the disclosure;

(e) To the extent that the Confidential Information has, except as a result of a breach of confidentiality, entered the public domain at the time of such disclosure; or

(f)To the extent that it has acquired the Confidential Information from a third party who is not in breach of any obligations as to the confidentiality of either party.

**12. Data Protection**

The parties shall comply with all Data Protection Legislation in relation to data controlled or processed by it.

**13. Liability**

13.1 Neither party shall be liable in any circumstances for any indirect or consequential loss (which expression shall be taken to include but not limited to loss of goodwill, loss of anticipated profits or savings and all other economic loss) of the other.

13.2 Nothing in this Agreement shall exclude or restrict a party’s liability for death or personal injury caused by its negligence.

**14. Intellectual Property and Trade Marks**

14.1 All intellectual property and trademark rights in documentation or materials produced or supplied by either party shall remain the property of either party as appropriate.

14.2 Each party agrees to use only the Intellectual Property and Trade Marks of the other party for the purposes of this Agreement and only as authorised by this Agreement and will do nothing inconsistent with the other’s ownership rights and agrees not to use or permit to be used by any other persons under their control such marks or any business names, styles or logo of the other party without the prior written consent of the other party.

14.3 Each party shall notify the other (‘the Affected Party’) of any actual, threatened or suspected infringement of the Affected Party’s intellectual property or trademarks of which they became aware and shall, at the request and expense of the Affected Party, take all such steps during the terms of this Agreement as the Affected Party may reasonably require to assist the Affected Party in maintaining the intellectual property and trademarks as valid and effective or to take or defend any court or other dispute proceedings concerning intellectual property and trademark matters.

14.4 The parties may not use advertising or promotional materials containing trade names or trademarks belonging to the other party unless they have received the prior approval of the other party in writing.

**15. Force Majeure**

15.1 Notwithstanding anything contained in this Agreement, in the event that either party cannot perform or fulfil its obligations for any reason beyond that party's reasonable control, including but not limited to war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war or strife, rebellion, strikes, lockout or other industrial disputes or actions, acts of God, acts of Government or prevailing authorities (‘Force Majeure’) then such non-performance shall be deemed not to constitute a breach of this Agreement provided that :

(a) The relevant party has used reasonable endeavours to avoid and mitigate the effects of the Force Majeure and to carry out its obligations under this Agreement in any other way that is reasonably practical; and

(b) The party suffering the Force Majeure event has promptly given written notice to the other party containing full particulars of the nature and the extent of the circumstances giving rise to the Force Majeure.

15.2 Upon notice by the party suffering a Force Majeure event of the circumstances giving rise to Force Majeure to the other party, the party shall enter into bona fide discussions with a view to alleviating its effects or agreeing upon such alternative arrangements as may be fair and reasonable. If the Force Majeure prevails for a continuous period in excess of six weeks after the date on which the Force Majeure begins, the party not suffering the Force Majeure event is entitled to terminate this Agreement by giving at least ten days’ written notice to the other.

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for and on behalf of [Sponsor]

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for and on behalf of [Sports Club]

**Sports Development Coordinator Approval**

All sponsorship agreements must be submitted to the Sports Development Coordinator to be approved before they are signed by the club or the sponsor. Agreements will be approved or feedback provided within 1 week. If you would like to discuss your sponsorship agreement prior to submitting it for approval, please contact the Sports Development Coordinator.

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

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_