**SPONSORSHIP AGREEMENT (CLUB)**

**(Commercial Terms)**

*The Sponsorship Agreement comprises these Commercial Terms and the General Conditions.*

**Parties**

|  |  |
| --- | --- |
| **CLUB** | [***Insert legal entity and address***] |
| **SPONSOR** | [***Insert legal entity and address***] |

**Term**

|  |  |
| --- | --- |
| **COMMENCEMENT DATE** | [***Insert date on which Agreement starts***] |
| **EXPIRY DATE** | [***Insert date on which Agreement expires***] |

**Consideration**

|  |  |
| --- | --- |
| **SPONSORSHIP FEE** | [***Insert total fee***] plus VAT [***or state “Not Applicable”***] |
| **PAYMENT DATE(S)** | The Sponsor shall pay to the nominated bank account of the Club the Sponsorship Fee on the following dates and in the following amounts:  [***Date***] [***Amount***]  [***Date***] [***Amount***] |
| **VALUE-IN-KIND** | [***Insert details of any Value-In-Kind, including dates on which it is to be provided to the Club or state “Not Applicable”***] |

**The Rights**

|  |  |
| --- | --- |
| **RIGHTS** | [***Insert details of the sponsorship rights to be enjoyed by Sponsor in relation to the Club. Specify whether these rights are to be exclusive or non-exclusive (or state that all Rights are non-exclusive unless otherwise stated). If the Rights are exclusive, state clearly how far that exclusivity extends (e.g. within a particular brand sector, or more generally))***  ***The Rights will be Club-specific but may include:***   * ***The right to be known by a particular designation (e.g. “Official Sponsor of [the Club]”*** * ***Use of the Sponsor’s logo in Club marketing materials, kit and/or programmes*** * ***Access to the Club’s facilities*** * ***Advertising Boards or other advertising inventory at the Club (e.g. the right to brand the clubhouse) or Club tournaments*** * ***Tickets and/or hospitality at Club or related events*** * ***Inclusion of a Sponsor banner on the Club’s website providing a hyperlink to the Sponsor’s website*** * ***Subject to data protection laws, access to the Club’s database*** |

|  |  |
| --- | --- |
| **SIGNED FOR AND ON BEHALF OF [*INSERT LEGAL ENTITY*]** | **SIGNED FOR AND ON BEHALF OF [*INSERT LEGAL ENTITY*]** |
| …………………………………………………………… | ………………………………………………………… |
| **DATE:** | **DATE:** |

**SPONSORSHIP AGREEMENT (CLUB)**

**(General Conditions)**

*The Sponsorship Agreement comprises these General Conditions and the Commercial Terms.*

1. **Scope**
   1. **Sponsor wishes to purchase from the Club certain rights in connection with the Club on the terms set out in the Agreement.**
   2. **The Agreement shall constitute the entire agreement between the Club and Sponsor and any other terms, conditions, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein.**
   3. **Capitalised terms used in the Agreement shall have the meaning given to them in clause 10 below.**
2. **Term and Termination**
   1. **The Agreement shall take effect on the Commencement Date and shall continue until the Expiry Date unless terminated earlier in accordance with clauses 2.2 or 8 below.**
   2. **Either party may terminate the Agreement immediately by giving written notice to the other party if the other party commits a material breach of its obligations under the Agreement and, in the case of a breach which is capable of remedy, fails to remedy it after being given 14 days’ written notice specifying the breach and requiring it to be remedied.**
   3. **Upon termination or expiry of the Agreement, the Club shall immediately cease to use any of the Sponsor Content and Sponsor shall immediately cease to use any of the Club Content.**
   4. **Termination or expiry of the Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry.**
3. **Grant of Rights**

**The Club hereby grants to Sponsor the right during the Term to use the Rights to promote Sponsor and its products/services in accordance with the Agreement.**

1. **Sponsorship Fee and/or Value-In-Kind**

In consideration for the grant of the Rights, Sponsor shall pay to the Club the Sponsorship Fee together with any applicable VAT and/or provide to the Club the Value-In-Kind (as applicable) in accordance with the Commercial Terms.

1. **Approval of Advertising and Promotional Materials**

Each party (**Party A**) will obtain the prior written approval of the other party (**Party B**), which approval will not be unreasonably withheld or delayed, for any and all advertising, promotional or other material containing the Sponsor Content (where the Club is Party A) or the Club Content (where the Sponsor is Party A). Party A must provide all such materials or details of such activities to Party B a minimum of five (5) business days prior to their release to the public.

* 1. Party B will respond to requests for consent or approval pursuant to the Agreement within three (3) business days. Party B’s approval shall be deemed to have been given where it has not responded to Party A’s request within this three (3) business day period.
  2. Party A shall not be required to seek Party B’s approval where Party B has previously approved (or has previously been deemed to have approved) Party A taking materially the same course of action.

1. **Intellectual Property Rights**
   1. The Club shall own all right, title and interest in and to the Club Content. The Club grants to Sponsor, for the Term, a royalty-free, world-wide, non-exclusive licence, for the duration of the Term, to use, reproduce, publish and distribute the Club Content to the extent necessary for Sponsor to use and exploit the Rights in the manner contemplated by the Agreement.
   2. Sponsor shall own all right, title and interest in and to the Sponsor Content. Sponsor grants to the Club, a royalty-free, world-wide, non-exclusive licence, for the duration of the Term, to use, reproduce, publish and distribute the Sponsor Content **to facilitate the Club’s delivery of the Rights**
2. **Liability**
   1. Nothing in the Agreement shall be deemed or construed so as to limit, restrict or exclude the liability of either party for death or personal injury caused by the negligence of that party (including its employees) or for any fraud or fraudulent misrepresentation.
   2. Subject to clauses 7.1 and 7.2, each party’s aggregate liability to the other party under or in connection with the Agreement shall not exceed the aggregate of the Sponsorship Fee and the market value of the Value-In-Kind.
   3. Subject to clause 7.1, neither party shall be liable to the other for any loss of profits, business revenue, goodwill or anticipated savings or for any indirect or consequential loss.
3. **Force Majeure**

Neither party shall be liable for any failure to fulfil any of its obligations under the Agreement insofar as such failure is due to a Force Majeure Event. In such circumstances, the affected party shall promptly notify the unaffected party, and shall use its reasonable endeavours to overcome the Force Majeure Event. If a Force Majeure Event occurs and continues for 30 days or more, the non-affected party shall be entitled to terminate the Agreement immediately on written notice to the affected party.

1. **General**
   1. The Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in the Agreement shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party’s behalf.
   2. The Agreement is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) which may arise out of or in connection with the Agreement.
   3. The Sponsor acknowledges that it is not acquiring pursuant to this Agreement any rights in relation to the Lawn Tennis Association or British Tennis.
2. **Definitions and Interpretation**
   1. **In the Agreement, the following words shall have the following meanings:-**
      1. **Agreement** **means the sponsorship agreement between Sponsor and the Club comprising the Commercial Terms and the General Conditions.**
      2. **Club has the meaning given in the Commercial Terms**
      3. **Club Content means all content supplied by the Club to Sponsor pursuant to the Agreement (including the Club’s name, the Club’s logo and any other Club intellectual property rights).**
      4. **Commencement Date has the meaning given in the Commercial Terms.**
      5. **Commercial Terms means the Club’s Commercial Terms as attached to these General Conditions.**
      6. **Expiry Date has the meaning given in the Commercial Terms.**
      7. **Force Majeure Event means all events beyond the control of the affected party which cannot be reasonably foreseen or, if foreseeable, cannot be avoided including war, hostilities, invasion, riot, civil commotion, strikes, government control, lock-outs, fire, flood, storm or other natural catastrophe.**
      8. **General Conditions means the Club’s general terms and conditions as set out in this document.**
      9. **Payment Date(s) has the meaning given in the Commercial Terms.**
      10. **Sponsor has the meaning given in the Commercial Terms.**
      11. **Sponsor Content means all content supplied by Sponsor to the Club pursuant to the Agreement (including the Sponsor’s name, the Sponsor logo and any other Sponsor intellectual property rights).**
      12. **Rights has the meaning given in the Commercial Terms.**
      13. **Sponsorship Fee has the meaning given in the Commercial Terms.**
      14. **Term means the term of the Agreement as set out in clause 2.**
      15. **Value-In-Kind has the meaning given in the Commercial Terms.**