



Shoreham Raft Race - Up The Creek

Sponsorship Form

Company Name:

Address:

Contact details:

Tel:

Email:

Package

Race Sponsor	
Trophy Sponsor	
Programme Sponsor (full page)	
Programme Sponsor (half page)	
Programme Sponsor (quarter page)	
Digital Sponsor	
Programme listing	

In Kind Donation (Please indicate below the type of in kind support or donation and the estimated value).

Signature:

Date:

I have read the Terms and Conditions attached Y/N

Sponsorship Terms and Conditions

1. Binding terms

1.1. These terms and conditions, to which you (the "Sponsor ") hereby agree to be bound, apply to your sponsorship of 'Up The Creek' the Shoreham Charity Raft Race to take place on the River Adur on 16 July 2022.

2. Definitions

2.1. In this Agreement the following expressions shall have the meanings set out below.

"Agreement or Terms and Conditions" means these terms and conditions any other appendices, documents or websites referred to or attached hereto;

"Background IPR" means all IPR owned by or created or developed by Up The Creek other than arising from this Agreement;

"Confidential Information" means all information disclosed whether orally, in writing or by any other means which has value by virtue of not being publicly or generally known;

"Force Majeure" means in relation to either Party , any circumstances beyond the reasonable control of that Party, including without limitation, acts of God, governmental actions, war or national emergency, riot or civil commotion, fire, explosion, epidemic or similar, strikes, lock outs or other forms of industrial action;

"Foreground IPR" means all IPR created or developed by Up The Creek during the course of this Agreement;

"IPR" means patents, registered designs, trademarks (whether registered or not), domain names, copyright, design right, trade secrets, designs, Confidential Information and other intellectual property rights;

"Fee" means the total payment to be made by the Sponsor to Sussex Yacht Club on behalf of Up The Creek in accordance with the attached order form;

2 "Sponsor Marks" means the designs, logos, trade names and marks (registered and unregistered) of the Sponsor supplied by the Sponsor in accordance with Clause 5.6 and such other marks, logos or designations as the Parties may agree from time to time; and "Package" means the package more particularly described in the attached document.

2.2 Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

2.3 Clause headings are purely for ease of reference and do not form part or effect the interpretation of this Agreement.

3 Package

3.1 Up The Creek grants to you the Package as agreed through the application process, the benefits of which are detailed in the attached document.

4 Fee

4.1 The Fee is payable by the Sponsor to Sussex Yacht Club on behalf of Up The Creek.

5 Intellectual Property

5.1 Title to all Background IPR shall remain with the Party providing it.

5.2 The Sponsor hereby grants to Up The Creek a royalty-free, non-exclusive, non-transferable licence to use the Sponsor Marks and any other IPR of the Sponsor contained in material provided by the Sponsor for the purpose of this Agreement. For the avoidance of doubt, at all times title to and interest in the Sponsor's IPR shall be the sole and exclusive property of the Sponsor.

5.3 The Sponsor will defend, indemnify and hold Up The Creek harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of the use by Up The Creek of the Sponsor Marks or the marks of another party authorised by the Sponsor. As a condition of this indemnity Up The Creek must: (a) Notify the Sponsor promptly in writing of any allegation of infringement that it becomes aware of; (b) Make no admission relating to the infringement; (c) Allow the Sponsor to conduct all negotiations and proceedings and give the Sponsor all reasonable assistance in doing so (the Sponsor will pay the Up The Creeks reasonable expenses for such assistance).

5.4. Any Foreground IPR developed by Up The Creek during and for the purposes of this Agreement shall remain with Up The Creek.

5.5. Up The Creek shall use reasonable endeavours to ensure that the Sponsor Marks are used only in the form, colour, design, style and manner directed or approved by the Sponsor and provided by the Sponsor in writing from time to time.

5.6. Sponsors are responsible for providing high quality logos to Up The Creek (format EPS, Illustrator or JPEG minimum resolution 300DPI) and company synopsis (max 100 words) for use on the sponsor's chosen sponsorship items, use on the Up The Creek website <https://shorehamrafttrace.co.uk/> in the printed programme. Logos and information to be supplied electronically.

6 Confidentiality

6.1 The Parties agree to treat any Confidential Information received from the other in confidence and to use it only for the purposes of the raft race.

6.2 The above commitment of confidentiality shall not apply to any information which is already in or comes into the public domain otherwise than through the fault of the receiving party or has been independently developed by the receiving Party.

6.7 The University shall exercise reasonable endeavours to seek your views in relation to Information falling under Clause 6.6. For avoidance of doubt, the University may disclose without consulting or obtaining consent, or despite having taken your views into account.

7 Data Protection Each party shall comply at all times with the Data Protection Act 1998 , the General Data Protection Regulation (EU) 2016/679, and any relevant replacement/subsequent European and/or UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions ("Data Protection Legislation") and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation.

8 Liability

8.1 Except as expressly stated in this Agreement, to the extent permitted by law, all conditions, warranties, terms and representations, whether express or implied, by statute, common law, custom, trade usage or otherwise are wholly excluded.

8.2 Up The Creek shall not be liable to you under this Agreement for any loss of income, loss of actual or anticipated profits, loss of contracts, loss of business, or for any indirect or consequential losses of any kind,

whether such loss or damage was foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.

8.3 The Parties agree that the liability of the Up The Creek under this Agreement shall be limited to the value of the money received by Up The Creek under this Agreement.

8.4 Nothing in this clause 8 shall operate to exclude or restrict the liability of the Parties for death or personal injury arising from negligence.

9 Termination

9.1 This Agreement shall take effect from the date of completion of this agreement and shall terminate on 30 July 2022 unless terminated earlier in accordance with this clause 9.

9.2 Without prejudice to any other right or remedy, either Party may terminate this Agreement at any time by notice in writing to the other Party:

9.2.1 if the other Party is in material breach of this Agreement and the breach is not remedied within thirty (30) days of the other Party receiving notice of it; or

9.2.2 if the other Party becomes insolvent, or takes or suffers any similar or analogous action in any other jurisdiction; or 5

9.2.3 an event of Force Majeure continues for a period of or exceeding two (2) weeks.

9.3 The following obligations and provisions shall survive the expiry or termination of this Agreement for any reason: clause 5 (Intellectual Property), clause 6 (Confidentiality), clause 7 (Data Protection) clause 8 (Liability) and clause 9 (Termination).

9.4 If the event is cancelled by Up The Creek due to an event of Force Majeure then Up The Creek shall refund any sums paid to it by the Sponsor less any costs that have already been incurred or unavoidably committed to by Up The Creek.

10 Bribery Act 2010

10.1 Both parties shall:

10.1.1 comply with all relevant requirements which shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and any amendment thereto;

10.1.2 comply with and maintain in place throughout the term of this Agreement its own anti-bribery and anti-corruption policies as well as Adequate Procedures (as defined in S7(2) of the Bribery Act 2010 and the guidance provided under S9); and

10.1.3 not engage in any activity, practice or conduct which would constitute an offence under S1, 2 or 6 of the Bribery Act 2010.

11 General

11.1 Neither Party shall act or describe itself as the agent, employee or partner of the other, nor shall it make any commitments on the other's behalf, and nothing in this Agreement is intended to create an agency, partnership or employment relationship.

11.2 Both Parties will be liable for any delay in performing its obligations under this Agreement in the event of Force Majeure and each Party shall use its reasonable endeavours to minimise the effects of an event of Force Majeure.

11.3 Any notice given under this Agreement shall be deemed well served if it is sent by recorded delivery addressed to the address above. The day of service shall (unless the contrary is proved) be deemed to be two (2) days after the date of posting.

11.4 No failure to enforce a right by either Party shall constitute a waiver under this Agreement.

11.5 This Agreement and its Appendix constitutes the entire understanding between the Parties relating to the Conference and may only be amended in writing signed by duly authorised representatives of the Parties.

11.6 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

11.7 Neither Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

11.8 Except as expressly set out in this Agreement, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.

11.9 This Agreement shall be governed by English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts

Please return this form to upthecreek.rafttrace@gmail.com

Please could you make payment to Sussex Yacht Club Business Account, Sort Code: 40.41.28,(HSBC), Account No. 71326376, with a reference of RAFT and sponsors name.