

These Terms and Conditions constitute the entire agreement between us in connection with Expo Sunderland. You acknowledge that you have not relied on any statement, representation, assurance or warranty made or given by Siglion or on its behalf which is not set out in these Terms and Conditions and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

1. Interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions:

1.1 Definitions:

Applicable Laws: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the relevant party's rights or the performance of their obligations under the Contract.

Booking Form: the on-line booking form signed on behalf of the Sponsor in connection with the Event.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: the date the Booking Form is signed by the Sponsor.

Commercial Rights: any and all rights of a commercial nature connected with the Event, including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights.

Confidential Information: has the meaning given in clause 18.1.

Contract: means the following documents which shall be deemed to form and be read and construed as constituting this contract:

(i) the Booking Form; and

(ii) these Terms and Conditions

in the event of any conflict, ambiguity or conflict between the documents listed above, the priority of the

documents is in accordance with the sequence (i) to (ii) as set out above with (i) having the highest priority.

Control: the beneficial ownership of more than 50% of the issued share capital of a company (or limited liability partnership) or the legal power to direct or cause the direction of the general management of the company (or limited liability partnership), and Controls, Controlled and the expression Change of Control shall be construed accordingly.

Designation: the designation of event sponsor.

DPA: the Data Protection Act 2018.

Event: the relevant event(s) as named on the Booking Form.

Event Marks: The Organiser's Marks and the Designation used singularly or collectively in association with the Event or in the exercise of the other Sponsorship Rights.

Event Marks Guidelines: The Organiser's guidelines setting out the requirements for the reproduction and use of the Event Marks, as these guidelines may be amended by the Organiser from time to time by notice in writing to the Sponsor.

Expert: a person appointed in accordance with clause 14 to determine any reduction in the Sponsorship Fee.

Force Majeure Event: has the meaning given in clause 17.1

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Organiser: Siglion Developments LLP (partnership number OC394705) whose registered office is at City Hall, Plater Way, Sunderland SR1 3AA.

Organiser's Marks: all of the Organiser's logos, branding, artwork, design, slogan, text and other collateral marketing signs to be used in connection with the promotion, advertising and/or marketing of the Event.

Programme: the programme for the procurement, delivery and staging of the Event as to be determined by the Organiser from time to time and notified as soon as reasonably practicable thereafter to the Sponsor.

Proprietor: any relevant third-party owner of a Venue.

Renegotiation Event: shall have the meaning as set out in clause 14.1.

Sponsor: the relevant company, partnership or organisation (as applicable) as named on the Booking Form.

Sponsor Category: such organisation(s) (if any) that may be reasonably considered to be competitors to the Sponsor based on its principal area of business.

Sponsor's Marks: The Sponsor's trademarks, logos, branding, artwork, design, slogan, text and other collateral marketing signs of the Sponsor.

Sponsor's Event Materials: any advertising or promotional materials or products produced by or on behalf of the Sponsor which associate the Sponsor with the Event, or which incorporate or are distributed in association with the Event Marks.

Sponsorship Fee: the relevant amount as agreed in the Booking Form to be paid by the Sponsor as a sponsorship fee in relation to the Event.

Sponsorship Rights: the bundle of rights granted to the Sponsor as set out in Schedule 1 on a non-exclusive basis in connection with the Event.

Term: has the meaning given in clause 3.1.

Territory: UK.

VAT: value added tax chargeable in the UK.

Venue and Venues: such venues within Riverside Sunderland, the City Centre and/or Sheepfolds where the Event is to take place.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 The Schedules form part of these Terms and Conditions and shall have effect as if set out in full in the body of these Terms and Conditions. Any reference to these Terms and Conditions includes the Schedules.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 A reference to **writing** or **written** includes e-mail but not fax.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 References to clauses and Schedules are to the clauses and Schedules of these Terms and Conditions and references to paragraphs are to paragraphs of the relevant Schedule.

1.10 Any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Grant of rights and reservations

2.1 The Organiser grants, and the Sponsor accepts, the Sponsorship Rights during the Term, for the Territory and in accordance with the Contract.

2.2 All rights not expressly granted to the Sponsor under the Contract are reserved to the Organiser. The Sponsor acknowledges and agrees that:

(a) the Organiser is the owner or controller of the Commercial Rights and of all rights in the Event Marks; and

(b) the Organiser shall be entitled to enter any sponsorship arrangement with any third party outside of the Sponsorship Category. The Sponsor agrees that the Organiser shall not be, nor considered to be, nor deemed to be, in breach of any provision of the Contract because of entering that arrangement.

2.3 The Organiser shall not grant the same (or substantially similar) rights to a third party within the Sponsor's Category in connection with the Event.

2.4 The Sponsor grants, and the Organiser accepts, a sub-licensable, non-exclusive, royalty free licence to use the Sponsor's Marks during the Term for the delivery of the Event and the Sponsorship Rights.

3. Term

3.1 The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15, until 31st December 2025 (**Term**) when it shall terminate automatically without notice.

4. Sponsorship Fee

4.1 In consideration of the Sponsorship Rights granted to the Sponsor, the Sponsor shall pay to the Organiser the Sponsorship Fee within 28 days of the Commencement Date.

5. Obligations of the Sponsor

5.1 The Sponsor undertakes to the Organiser:

(a) to exercise and comply with the Sponsorship Rights strictly in accordance with the Contract. For the avoidance of doubt, the Sponsor shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way;

(b) to use the Event Marks and other branding materials provided by the Organiser in accordance with the Event Marks Guidelines.

(c) to apply any legal notices as required by the Organiser or as set out in the Event Marks Guidelines on all Sponsor's Event Materials.

(d) to submit to the Organiser for its prior written approval, not to be unreasonably withheld or delayed, pre-production samples of all the Sponsor's Event Materials, before their distribution, production or sale.

(e) to ensure that all Sponsor's Event Materials shall comply in all respects with the samples approved in accordance with clause 5.1(d);

(f) to ensure that the manufacture, packaging, distribution, advertising and sale of all Sponsor's Event Materials shall comply with all Applicable Laws and the highest standards of business ethics.

(g) to immediately at the written request of the Organiser and at its sole cost, withdraw from circulation any Sponsor's Event Materials which do not comply with clause 5.1(b) to clause 5.1(f);

(h) to comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under the Contract.

(i) not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trademark for any goods or services.

(j) not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under the Contract.

(k) not to do or permit anything to be done which might adversely affect any of the Commercial Rights or the value of the Commercial Rights.

(l) to provide all reasonable assistance to the Organiser in relation to the Organiser's exploitation of the Commercial Rights.

(m) to not knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm the Event Marks or the Organiser's title to the Event Marks or the image of the Event, the Organiser or the Venue.

(n) to notify the Organiser of any suspected infringement of the Event Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by the Organiser.

(o) to hold any additional goodwill generated by the Sponsor for the Event Marks as bare trustee for the Organiser and to assign the same to the Organiser at any time on request and in any event following termination of the Contract; and

(p) to execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by the Organiser to protect the Event Marks. This may include recording the terms of the Contract or any understanding or obligation under the Contract on any trademark register or other register, or in any other way.

5.2 The Sponsor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights without the Organiser's prior written consent.

5.3 The Sponsor shall not engage in joint promotions with any third party in relation to the Event without the Organiser's prior written consent.

6. Obligations of the Organiser

6.1 The Organiser shall procure the organisation and staging of the Event at the Venues at its sole cost and expense subject to and in accordance with the Contract.

The Organiser confirms that it shall be responsible for:

(a) payment of all hire costs to the Proprietors for the purpose of holding the Event at the Venues.

(b) arranging the attendance of and payment for all stewards, staff and personnel on public duty employed, engaged or appointed by the Organiser throughout the Event; and

(c) the printing and supply of flyers, posters, programmes, admission tickets, stationery, publicity material and advertisements in local and national press which shall bear the Event Marks.

6.3 The Organiser shall use all reasonable endeavours to deliver each and all of the Sponsorship Rights to the Sponsor.

6.4 The Organiser shall ensure that all relevant Sponsor signage and advertising to be delivered as part of the Sponsorship Rights is properly in place and operational at the relevant Venue and not concealed or obscured from view at any time.

6.5 The Organiser confirms that, whenever possible, it will ensure that the Sponsor's Marks will be present at the Event in accordance with the Contract and that with effect from the Commencement Date the Sponsor's Marks are incorporated into all promotional, advertising and publicity material in connection with the Event.

6.6 The Organiser shall comply with all Applicable Laws relevant to its performance of the Contract as well as any conditions attached to any licences or consents issued in connection with the Event including regarding health and safety and crowd security measures at each Venue.

6.7 The Organiser shall (at its absolute discretion) determine the Programme as soon as reasonably

practicable (and having regard to any reasonable and timely comments received from the Sponsor) and thereafter provide copies of the same to the Sponsor.

6.8 The Organiser accepts that the Sponsor shall be entitled to advertise, publicise, promote and otherwise commercially exploit its own products, goodwill and reputation through the Sponsor's association with the Event on and subject to the Contract.

7. Representations and warranties

7.1 Each party warrants and undertakes to the other that:

(a) it has full authority to enter into this Contract and is not bound by any agreement with any third party that adversely affects its ability to perform its obligations hereunder; and

(b) it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under the Contract.

7.2 The Organiser represents to the Sponsor that:

(a) the Organiser owns or controls the Event, the Event Marks and that the Sponsor's use of the Event Marks and its exercise of the other Sponsorship Rights in accordance with the Contract shall not infringe the rights of any third party.

(b) it shall enter into a bona fide written agreement for the use of each of the Venues with the relevant Proprietor and shall make all administrative and financial arrangements necessary for the smooth running of the Event, including the hiring of the Venues and any prior arrangements required by the relevant Proprietor, the local authority, the local community and the police.

7.3 The Sponsor represents and warrants that:

(a) it owns or is solely entitled to use the Sponsor's Marks and any other material supplied to the Organiser pursuant to the Contract and the Organiser shall be entitled to see evidence to this effect on request; and

(b) the Organiser's use of the Sponsor's Marks in accordance with clause 2.5 will not infringe the rights of any third party.

8. Anti-bribery

8.1 Each party agrees that it shall:

(a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010

(Relevant Requirements);

(b) maintain in place throughout the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

(c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of the Contract.

8.2 Each party shall use reasonable endeavours to procure that any person associated with it who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from that person terms equivalent to those imposed on the Sponsor in this clause 8 (Relevant Terms). The party shall be responsible for the observance and performance by these persons of the Relevant Terms and shall be directly liable to the other party for any breach by these persons of any of the Relevant Terms.

8.3 Breach of this clause 8 shall be deemed a material breach under clause 15.1(b).

8.4 For the purpose of this clause 8, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) and section 8 of that Act respectively. For the purposes of this clause 8, a person associated with a party includes but is not limited to any subcontractor of that party.

9. Indemnities

9.1 The Sponsor shall indemnify the Organiser against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Organiser arising out of or in connection with:

(a) any claim made against the Organiser by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the Organiser's use of the Sponsor's Marks in accordance with the Contract.

(b) any claim made against the Organiser by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Sponsor's Event Materials, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by the Organiser of any use of the Event Marks on the Sponsor's Event Materials, relates only to the use of the Event Marks and does not amount to approval of any the Sponsor's Event Materials and shall not affect this right of indemnification; and/or

(c) any breach by the Sponsor of clauses 5.1 (h), (i), (k) and/or (l).

9.2 The Organiser shall indemnify the Sponsor against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Sponsor arising out of or in connection with any claim made against the Sponsor by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the Sponsor's use of the Organiser's Marks in accordance with the Contract.

9.3 The indemnities in this clause 9 shall not cover the indemnified party to the extent that a claim under it results from the indemnified party's negligence or wilful misconduct.

9.4 Liability under the indemnities in this clause 9 is conditional on the indemnified party discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against an indemnified party which may reasonably be considered likely to give rise to a liability under an indemnity in this clause 9 (a **Claim**), the indemnified party shall:

(a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail.

(b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed).

(c) give the indemnifying party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and

(d) subject to the indemnifying party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.

9.5 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.

9.6 Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur because of an event that may give rise to a claim under this indemnity.

10. Limitation of liability

10.1 Nothing in these Terms and Conditions shall limit or exclude a party's liability:

(a) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.

(b) for fraud or fraudulent misrepresentation.

(c) for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet

possession) or any other liability which cannot be limited or excluded by applicable law; or

(d) under the indemnities set out at clause 9.1 and clause 9.2.

10.2 Subject to clause 10.1, under no circumstances shall a party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:

(a) loss of revenue or anticipated revenue.

(b) loss of savings or anticipated savings.

(c) loss of business opportunity.

(d) loss of profits or anticipated profits.

(e) wasted expenditure; or

(f) any indirect or consequential losses.

10.3 Subject to clause 10.1, the Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with the Contract shall be limited to the amount of the Sponsorship Fee paid under or pursuant to the Contract (the Cap), always provided that where any sums are refunded to the Sponsor pursuant to clause 14 the Cap shall be reduced by the amount of such refund.

11. Intellectual Property Rights

11.1 The Organiser and the Sponsor acknowledge as follows:

(a) all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor, and, save as expressly provided in clause 2.5, the Organiser shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them; and

(b) all rights in the Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser and, save only as expressly provided as part of the grant of the Sponsorship Rights, the Sponsor shall not acquire any rights in the Organiser's Marks, including any developments or variations of them.

11.2 All Intellectual Property Rights in and to any materials produced for the Event by or on behalf of the Organiser or jointly by the Organiser and the Sponsor shall, with the exception of the Sponsor's Marks, be the

sole and exclusive property of the Organiser and if the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the Organiser on request, whenever that request is made.

12. Insurance

12.1 The Sponsor confirms that it shall arrange a comprehensive insurance policy, at its sole cost, for the following:

- (a) public liability at each Venue during the Event, in respect of any and all materials or goods owned or controlled by the Sponsor.
- (b) loss, theft or damage to any of the materials or goods owned or controlled by the Sponsor; and
- (c) to cover any loss, damage or claim arising directly or indirectly from the public's use of any specific product or services being promoted by the Sponsor, together with all other goods or services associated with the Sponsor's Marks.

12.2 The Organiser confirms that it will take out or procure a comprehensive insurance policy for the Event, including adequate public liability insurance for injury or death of any participants, performers or spectators.

13. Event cancellation

13.1 The Organiser reserves the right to cancel the Event for any reason at any time (including, without limitation, by reason of a Force Majeure Event). The Organiser shall notify the Sponsor of the cancellation as soon as reasonably practicable. The parties agree that:

- (a) the Organiser shall not be in breach of the Contract by virtue of that cancellation or abandonment.
- (b) on the Organiser notifying the Sponsor of such cancellation the Contract shall automatically terminate and the provisions of clause 16 shall apply, save that such cancellation shall constitute a Renegotiation Event and the Sponsor shall have the right to negotiate a reduction in the Sponsorship Fee in accordance with clause 14.

14. Right of negotiation of reduction

14.1 Without prejudice to the other rights of the Sponsor under the Contract, the parties agree (acting reasonably and in good faith) to negotiate a reasonable reduction of the Sponsorship Fee if any of the following events occurs during the Term:

- (a) any change in any laws or regulatory provisions which has an adverse impact on the value of the Sponsorship Rights; or
- (b) cancellation of the Event in whole or in a substantial part for any reason including because of a Force Majeure Event.

each a “Renegotiation Event”

14.2 The Sponsor shall notify the Organiser within 10 Business Days from the occurrence of a Renegotiation Event that the Sponsor wishes to obtain a reduction of the Sponsorship Fee. The Organiser and the Sponsor shall negotiate in good faith to agree an appropriate reduction to reflect the reduced value of the Sponsorship Rights because of the occurrence of the Renegotiation Event. If the parties are unable to agree a reduction within 30 Business Days of the Sponsor's notice of the Renegotiation Event, the parties shall refer the matter to an Expert for resolution in accordance with this clause 14.

14.3 For the avoidance of doubt, the Sponsor's right to negotiate a reduction in the Sponsorship Fee pursuant to this clause 14 shall only apply upon the occurrence a Renegotiation Event and in no other circumstances.

14.4 The parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of their appointment.

14.5 If the parties are unable to agree on an Expert or the terms of the Expert's appointment within fourteen days of either party serving details of a suggested Expert on the other, either party shall then be entitled to request the President of the Chartered Institute of Arbitrators to appoint the Expert and determine the terms of their appointment.

14.6 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert.

14.7 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:

- (a) either party may apply to the President of the Chartered Institute of Arbitrators to discharge the Expert

and to appoint a replacement Expert with the required expertise; and

(b) this clause applies in relation to the new Expert as if they were the first Expert appointed.

14.8 The parties are entitled to make written submissions to the Expert and will provide (or procure that others provide) the Expert with any assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

14.9 To the extent not provided for by this clause, the Expert may, in their reasonable discretion, determine any other procedures to assist with the conduct of the determination as they consider just or appropriate.

14.10 Each party shall, with reasonable promptness, supply the other with all information and give the other access to all documentation and personnel as the other party reasonably requires making a submission under this clause.

14.11 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine a sum representing a reasonable reduction of the Sponsorship Fee as a result of the occurrence of the Renegotiation Event. The Expert's determination may include any issue involving the interpretation of any provision of the Contract, their jurisdiction to determine the matters and issues referred to them or their terms of reference. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

14.12 Each party shall bear its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the parties equally or in any other proportions as the Expert shall direct.

14.13 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.

14.14 Any reduction of the Sponsorship Fee agreed pursuant to clause 14.2 or determined to be due by an Expert in accordance with clause 14.5 shall be payable

within 30 days of that agreement or determination or on any dates as agreed by the parties in writing.

15. Termination

15.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 45 days after being notified in writing to make such payment.

(b) the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 (twenty-eight) days after being notified in writing to do so. However, this rectification period shall be reduced to three Business Days if the Organiser calls upon the Sponsor to remedy the breach during, or within, the 10 (ten) Business Day period before the Event begins.

(c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.

(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) or (being a partnership) has any partner to whom any of the foregoing apply;

(e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of other party with one or more other companies or the solvent reconstruction of that other party.

(f) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986.

(g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

(h) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company).

(i) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver.

(j) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party.

(k) the other party (being an individual) is the subject of a bankruptcy petition, application or order.

(l) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days.

(m) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(d) to clause 15.1(l)(inclusive);

(n) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

(o) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;

(p) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or

(q) there is a change of Control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010); or

(r) any warranty given by the other party in clause 7 of these Terms and Conditions is found to be untrue or misleading.

15.2 For the purposes of clause 15.1(b), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

(a) a substantial portion of the Contract; or

(b) any of the obligations set out in clause 5, clause 6 or clause 8,

over the Term. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

15.3 The Organiser may terminate the Contract with immediate effect by giving written notice to the Sponsor if the Sponsor (by whatever means) brings the standing of the Organiser (and/or Sunderland City Council) into serious disrepute and/or brings about material adverse publicity in relation to the Organiser (and/or Sunderland City Council).

16. Consequences of termination

16.1 On termination or expiry of the Contract:

(a) the Sponsorship Rights granted by the Organiser to the Sponsor under the Contract shall immediately terminate and revert absolutely to the Organiser.

(b) following termination of the Sponsorship Rights and their reversion to the Organiser, the Sponsor shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its previous connection with the Organiser or the Event.

(c) within 90 days after the date of termination, the Sponsor shall destroy or, if the Organiser shall so elect, deliver to the Organiser or any other person designated

by the Organiser, at the Sponsor's expense, all Sponsor's Event Materials in its possession or control.

(d) each party shall promptly return to the other any property of the other within its possession or control.

(e) each party shall pay to the other any sums that are outstanding pursuant to the Contract and to be accounted for under these Terms and Conditions.

(f) the following clauses shall continue in force: clause 1 (Definitions and interpretation), clause 5.1(h), clause 5.4, clause 9 (Indemnities), clause 10 (Limitation of liability), clause 13 (Event cancellation), clause 16 (Consequences of termination), clause 18 (Confidentiality) and clause 23 (Set-off) to clause 32 (Governing law and jurisdiction).

16.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

17. Force majeure

17.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, extreme weather, flood, drought, earthquake, or other natural disaster.

(b) epidemic or pandemic.

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations.

(d) nuclear, chemical or biological contamination or sonic boom.

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent.

(f) collapse of buildings, fire, explosion, or accident; and

(g) any labour or trade dispute, strikes, industrial action or lockouts [(other than in each case solely by the party seeking to rely on this clause, or companies in the same group as that party)];

(h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and/or

(i) interruption or failure of utility service.

17.2 Provided it has complied with clause 17.4 and subject to clause 13, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

17.4 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than three Business Days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract: and

(b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 28 (twenty-eight) days the party not affected by the Force Majeure Event may terminate the Contract by giving 7 (seven) days' written notice to the Affected Party and the provisions of clause 16 shall apply.

18. Confidentiality

18.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of the Contract in connection with Event and/or the Sponsorship Rights, including:

- (a) the terms of this Contract.
- (b) any information that would be regarded as confidential by a reasonable businessperson relating to:
 - (i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
- (c) any information developed by the parties while carrying out the Contract

Representatives means, in relation to a party, its employees, officers, directors, board representatives, shareholders, members, representatives and advisers.

18.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause).
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party.
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

18.3 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract (Permitted Purpose); or

- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

18.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

18.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including without limitation pursuant to the Freedom of Information Act 2000), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

18.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from the Contract.

18.7 On termination of the Contract, each party shall:

- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information.
- (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental

or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 15.

19. Data protection

Each party shall comply with the DPA in connection with the performance of their obligations under the Contract.

20. Announcements

20.1 No party shall make, or permit any person to make, any public announcement, communication or circular (**Announcement**) concerning the existence, subject matter or terms of the Contract, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The parties shall consult together on the timing, contents and manner of release of any Announcement.

21. Value added tax

All sums payable under the Contract are exclusive of any VAT that may be payable by either party.

22. Interest

22.1 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then, without limiting the other party's remedies under clause 15, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

23. Set-off

All amounts due under the Contract shall be paid by the Sponsor to the Organiser in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

24. No partnership or agency

24.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the

agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. Third party rights

25.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

25.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

26. Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

27. Assignment and other dealings

The Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

28. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29. Severance

29.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

29.2 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that,

as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

30. Entire Agreement

30.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

30.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

30.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

30.4 Nothing in this clause shall limit or exclude any liability for fraud.

31. Notices

31.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

31.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

(c) if sent by email, at 9.00 am on the next Business Day after transmission.

31.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32. Governing law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

33. Jurisdiction

33.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 Sponsorship Rights

1. Use of Event Marks

The Sponsor is granted a right to use the Event Marks subject to these Terms and Conditions.

2. Use of Designation

The sponsor is granted a right to use the Designation in connection with the Event subject to these Terms and Conditions.

3. Appearance of the Sponsor's Marks and profile

Subject to the Sponsor having complied with clause 5.1(m), the Organiser confirms that the Sponsor's Marks and profile shall appear in agreed position, alongside other event sponsors on all official marketing of the Event produced by or on behalf of the Organiser, including but not limited to:

(a) The leading holding page of the official website and any subsequent pages (including leading web banners) (sizes and specifications to be provided by the Organiser to the Sponsor).

(b) (Whether electronic or printed) flyers, brochures, timetables, floor plans, directional signage, digital screens, holding slides, tickets, HTML emails, programmes, show guides.

(c) On social media dedicated pages (including social media tiles where relevant and appropriate (sizes and specifications to be provided by the Organiser); and

(d) Inside front cover of any show guides or programme outlines (whether digital or printed).

4. Use of Event footage and stills photography

The Organiser shall make available to the Sponsor a selection of video footage and still photography in relation to the proposed Event and the Sponsor shall have the non-exclusive right to use such footage and photography as part of the Sponsor's Event Materials for the sole purpose of promoting the Event and the Sponsor's role in the Event during the Term.

5. Press Releases

The Organiser shall provide the Sponsor with the opportunity to provide relevant quotes for press releases for the Event with reasonable advance notice and in line with the Organiser's marketing and PR pipeline for the Event.

6. Exhibition Space within relevant Event(s)

The Organiser shall provide the Sponsor with the following in accordance with the Programme and for the period during which the Event is open to the public:

(a) A right to use an exhibition space (in such Venue(s) as to be agreed by the parties (acting reasonably)) for the sole purpose of the exercise of the Sponsorship Rights and for fitting-out by the Sponsor (at the Sponsor's own cost) subject to these Terms and Conditions.

(b) no fewer than [1] complimentary staff access passes to allow the Sponsor to steward such exhibition space(s) during the Event.

7. Stage Presence

The Organiser shall provide the Sponsor with the following during any stage activations as part of the package (if included).

(a) A speaker slot with a reasonable amount of time to deliver a short speech.

(b) Biography and photograph of the Sponsor's chosen speaker, displayed on the official Event website and promoted in official pre-event marketing.

(c) space for the Sponsor's Marks (in the form of pop-ups or pull-up banners).

(d) positioning on stage screen branding in the form of a holding slide.

(e) Opportunity to provide a gift for a prize draw taking place (product, date and slot to be agreed).

(f) Presentation distribution in PDF format to attendees after the Event; and

(g) Opportunity to submit feedback questions to attendees after the Event.