

TERMS & CONDITIONS OF CONTRACT

1. Scope of this agreement

- 1.1 In consideration for the payment by the Sponsor to IR Media Group of the Fees, IR Media Group shall
 - 1.1.1 grant to the Sponsor the Sponsorship Rights; and
 - 1.1.2 carry out the Design Services.
- 1.2 Where the Sponsorship Rights consist of the right to sponsor an event or events, clause 2 shall apply. Where the Sponsorship Rights consist of the right to sponsor content featured in the Publications, clause 3 shall apply.
- 1.3 IR Media Group shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor.
- 1.4 All rights not expressly granted to the Sponsor under this agreement are reserved to IR Media Group. The Sponsor acknowledges and agrees that:
 - 1.4.1 IR Media Group is the owner or controller of the Commercial Rights and of all rights in the IR Media Group Brands;
 - 1.4.2 the Sponsor shall not be entitled to exploit or enter into any commercial or other agreement to exploit any of the Commercial Rights other than the Sponsorship Rights; and
 - 1.4.3 IR Media Group shall be entitled to enter into any sponsorship arrangement with any third party. The Sponsor agrees that IR Media Group shall not be, nor considered to be, nor deemed to be, in breach of any provision of this agreement as a result of entering into that arrangement.
- 1.5 The terms and conditions of this agreement shall apply to the exclusion of any other terms and conditions including without limitation any terms or conditions which the Sponsor purports to apply under any purchase order, order confirmation, specification or other document.

2. Event sponsorship

- 2.1 Where the Sponsorship Rights consist of the right to sponsor an event, IR Media Group agrees to use the Sponsor's Brand in conjunction with the event(s) described in the Commercial Details (the "Event").
- 2.2 The Sponsor acknowledges that IR Media Group shall be solely responsible for organising and running the Event, and IR Media Group acknowledges that the Event shall be organised and run at its sole cost and expense.
- 2.3 The Sponsor shall not engage in joint promotions with any third party in relation to the Event without IR Media Group's prior written consent.

3. Content sponsorship

- 3.1 Where the Sponsorship Rights consist of the right to sponsor content featured in the Publications, IR Media Group agrees to use the Sponsor's Brand in conjunction with the relevant content.
- 3.2 The parties shall agree in the Commercial Details or otherwise in writing the nature of the content to be sponsored, and what material shall be used to facilitate the sponsorship (including Deliverables created in accordance with clause 4 or other materials created and provided by either party).
- 3.3 The Sponsor acknowledges and agrees that:
 - 3.3.1 IR Media Group has complete editorial control over all content included in the Publications as published and may refuse to include content it deems to be unsuitable or inappropriate at its sole discretion; and
 - 3.3.2 IR Media Group shall in no circumstances be obliged to delay publication of any content or the Publications due to the Deliverables not being finalised or the Sponsor failing to provide IR Media Group with any required material, content or information.

4. Design Services

- 4.1 The parties may agree for IR Media Group to provide the Design Services in respect of any advertisement or marketing materials intended to be used in connection with the Sponsorship Rights (the "Deliverables"). The parties will agree the scope and detail of the Deliverables to be provided either in the Commercial Details or otherwise in writing.
- 4.2 IR Media Group shall perform the Design Services using reasonable care, skill and diligence.
- 4.3 During the course of performing the Design Services, IR Media Group shall keep the Sponsor updated of its progress and make available drafts of the Deliverables and proposed versions of the Deliverables, enabling the Sponsor to assess the progress of the Design Services and provide feedback to IR Media Group. The parties shall work together in an iterative process to finalise the Deliverables.
- 4.4 The Sponsor acknowledges and agrees that IR Media Group is reliant on the Sponsor providing constant and consistent feedback on the Deliverables and its requirements, and all such information and assistance as IR Media Group reasonably requires in order to finalise the Deliverables.
- 4.5 Acceptance of the Deliverables shall be deemed to have taken place upon the occurrence of any of the following events:
 - 4.5.1 receipt by IR Media Group of confirmation from the Sponsor that the Deliverables are complete; or
 - 4.5.2 the Sponsor uses any part of the Deliverables; or
 - 4.5.3 the expiry of three working days following notice by IR Media Group to the Sponsor that IR Media Group believes the Deliverables to be complete, unless before the expiry of this period the Sponsor provides to IR Media Group additional feedback or requests in respect of the Deliverables which require IR Media Group to undertake further work, in which case the parties shall work together to complete the Deliverables in accordance with clause 4.3.

5. Intellectual Property Rights

- 5.1 IR Media Group acknowledges that all rights in the Sponsor's Brand belong to the Sponsor. The Sponsor acknowledges that all rights in the Event and Publications being sponsored and in the IR Media Group Brands belong to IR Media Group. Accordingly, creation and/or use of all materials (including without limitation materials produced by or on behalf of the Sponsor) which contain any part of the IR Media Group Brands are subject to IR Media Group's prior approval.

- 5.2 The Sponsor grants and IR Media Group accepts a worldwide, sub-licensable, non-exclusive, royalty-free licence to use the Sponsor's Brand:
- 5.2.1 during the term of this agreement for the delivery of the Sponsorship Rights; and
 - 5.2.2 in perpetuity to promote and exploit the Event and/or Publications as applicable in any media whether now known or yet to be invented (including on a website or mobile-device application) including by use on promotional material and merchandising.
- 5.3 IR Media Group grants and the Sponsor accepts:
- 5.3.1 a licence to use the IR Media Group Brands in agreed advertising for the Event / Publication as applicable; and
 - 5.3.2 the other Sponsorship Rights,
- during the term of this agreement, and in accordance with the terms and conditions set out in this agreement.
- 5.4 The parties acknowledge the Sponsor's right to promote its sponsorship of the Event / Publications as applicable in any advertising, sales promotion or other medium, subject in each case to the prior approval of IR Media Group, such approval not to be unreasonably withheld. The Sponsor agrees to use all reasonable endeavours to promote the Event / Publications to its clients and associates.
- 5.5 The Sponsor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights without IR Media Group's prior written consent.

6. Sponsor's obligations

The Sponsor undertakes to IR Media Group:

- 6.1 to exercise the Sponsorship Rights strictly in accordance with the terms of this agreement. 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;
- 6.2 to use the IR Media Group Brands and other branding materials provided by IR Media Group in accordance with IR Media Group's guidelines;
- 6.3 to apply any legal notices as required by IR Media Group on any materials created or used by the Sponsor in connection with the Sponsorship Rights ("Sponsor Materials");
- 6.4 to submit to IR Media Group for its prior written approval, not to be unreasonably withheld or delayed, all such Sponsor Materials, before their distribution, production or sale;
- 6.5 to ensure that all Sponsor Materials shall comply in all respects with the samples approved in accordance with clause 6.4, and all Applicable Laws;
- 6.6 to immediately at the written request of IR Media Group and at its sole cost, withdraw from circulation any Sponsor Materials which do not comply with this clause 6;
- 6.7 to provide to IR Media Group, at the Sponsor's sole cost and expense, all suitable material including artwork of the Sponsor's Brand in a format and within print deadlines reasonably specified by IR Media Group for it to be reproduced under the control of IR Media Group for the fulfilment of the Sponsorship Rights;
- 6.8 not to apply for registration of any part of the IR Media Group Brands or anything confusingly similar to the IR Media Group Brands as a trademark for any goods or services;
- 6.9 not to use the IR Media Group Brands or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this agreement;
- 6.10 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;
- 6.11 to provide all reasonable assistance to IR Media Group in relation to IR Media Group's exploitation of the Commercial Rights;
- 6.12 to use its reasonable endeavours to assist IR Media Group in protecting the IR Media Group Brands and not to 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 IR Media Group Brands or IR Media Group's title to the IR Media Group Brands or the image of the Event, Publications, or IR Media Group;
- 6.13 to notify IR Media Group of any suspected infringement of the IR Media Group Brands, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by IR Media Group;
- 6.14 to hereby assign any additional goodwill generated by the Sponsor for the IR Media Group Brands to IR Media Group, or otherwise as bare trustee for IR Media Group and to assign the same to IR Media Group at any time on request and in any event following termination of this agreement; and
- 6.15 to execute any further documentation and provide any assistance, both during the term of this agreement and after termination, as may reasonably be requested by IR Media Group to protect the IR Media Group Brands. This may include recording the terms of this agreement or any understanding or obligation under this agreement on any trademark register or other register, or in any other way.

7. Delays

If IR Media Group's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Sponsor, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, IR Media Group shall be allowed such extension of time to perform its obligations as is reasonable in the circumstances, and the Sponsor will not hold IR Media Group liable for any such delay. IR Media Group shall notify the Sponsor of any costs, charges or losses sustained or incurred by IR Media Group as a result of the delay in question, and will use its reasonable endeavours to mitigate such costs, charges and losses. IR Media Group will be entitled to invoice the Sponsor for all reasonable and demonstrable costs, charges or losses sustained or incurred by IR Media Group, subject to IR Media Group having confirmed such costs, charges and losses to the Sponsor in writing. If IR Media Group can demonstrate that the delay has resulted in an increase in cost (including additional time taken to perform its obligations) to IR Media Group of carrying out its obligations under this agreement, IR Media Group may increase any applicable Fees by an amount which will not under any circumstances exceed any such demonstrable cost.

8. Rates and payment for sponsorship

- 8.1 IR Media Group shall be entitled to invoice for the Fees in full, from the Commencement Date. The Sponsor shall pay such invoice on receipt. The sponsor acknowledges the cost to IR Media Group of late payment of IR Media Group's invoices and accordingly agrees to pay in respect of any payment not made by the due date the aggregate of:
- 8.1.1 an administration fee of £75 or US\$110 or CAD\$150; and

8.1.2 interest (accruing on a daily basis) on the amount unpaid at the rate of 5% per annum from the due date for payment up to the date on which IR Media Group receives the full outstanding amount together with all interest.

8.2 IR Media Group may suspend the Sponsorship Rights or terminate this agreement in full (in its sole and absolute discretion) by giving written notice if the Sponsor has failed to pay the Fees in full:

8.2.1 within 21 days of the date of the invoice, or

8.2.2 at least 21 days in advance of the first Event or publication of the first issue of the relevant Publication(s) (as applicable), whichever is earlier.

8.3 Any request the Sponsor makes in respect of the Sponsorship Rights or Design Services during the course of this agreement, or any amendments or variations it requests to be made to the Sponsorship Rights or Deliverables (including in response to suggestions put forward by IR Media Group), must be made in writing and agreed between the parties. The Sponsor acknowledges and agrees that any costs incurred by IR Media Group in excess of the Fees as a result of such requests may be invoiced in advance of such fees being incurred, although IR Media Group agrees to make reasonable endeavours to notify the Sponsor if at any time it anticipates that the Sponsor's request will incur fees significantly in excess of those originally agreed.

8.4 Where appropriate, VAT or HST will be included and itemized separately on IR Media Group invoices, where appropriate, at the rate prevailing. Companies based in the USA will not be charged VAT. If you have any queries about the prices we charge, please contact our customer services team.

8.5 The Sponsor shall pay all monies which are payable by it to IR Media Group without any right of set-off, abatement, deduction, discount or withholding in respect of monies due from IR Media Group or alleged to be due from IR Media Group to the Sponsor.

9. Term

9.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 10, until the End Date when it shall terminate automatically without notice.

9.2 If the Sponsor wishes to extend this agreement it shall give IR Media Group notice of its desire to do so ("Extension Notice") by no later than 14 days in advance of the End Date. Following receipt of an Extension Notice, the Sponsor and IR Media Group shall negotiate an extension until the earlier of the parties reaching agreement on the extension terms in writing or the date one month after the End Date. The term of this agreement shall be extended by any agreed extension period.

10. Termination and Cancellation

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

10.1.1 the other party commits a material breach of any term of this agreement that is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or

10.1.2 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or takes or has taken against it any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction, or 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 this agreement is in jeopardy; or

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

10.2 You may cancel your Sponsorship Rights in respect of an Event at any time by notifying the account manager or sponsorship manager in writing. Unless otherwise agreed in writing, the following cancellation terms apply in such circumstances:

10.2.1 if you cancel your Sponsorship Rights at least 12 weeks before the Event start date, you are liable for 40% of the Fees;

10.2.2 if you cancel your Sponsorship Rights at least 8 weeks but less than 12 weeks before the Event start date, you are liable for 50% of the Fees;

10.2.3 if you cancel your Sponsorship Rights at least 4 weeks but less than 8 weeks before the Event start date, you are liable for 65% of the Fees; and

10.2.4 if you cancel your Sponsorship Rights less than 4 weeks before the Event start date, you are liable for 75% of the Fees.

10.3 Upon termination or expiry of this agreement for any reason all rights and obligations of either party under this agreement shall immediately cease and each party shall return to the other any materials provided to it that belong to the other party. Any provision of this agreement which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect. Any prior rights, remedies, obligations or liabilities that either party has accrued prior to the termination or expiry of this agreement shall not be affected.

11. Data protection

11.1 In entering into this agreement, you will supply to us personal information about yourself (such as your name and contact details). We will use that personal information to provide the products and services requested by you. Where you have given us your consent to do so, we may also use it to contact you from time to time with information about other goods and services offered by us, or share that information with third parties so that they can contact you as well. For more information, please see our [privacy policy](#).

11.2 Where you provide us with personal information about others on their behalf, you are warranting that it is accurate and that those persons have granted their permission for you to disclose it to us and their consent for us to use it for the above purposes, and in accordance with our privacy policy.

12. Limitation of liability

12.1 Except as expressly and specifically provided in this agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement.

12.2 Nothing in this agreement excludes the liability of IR Media Group:

12.2.1 for death or personal injury caused by IR Media Group's negligence; or

12.2.2 for fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.2 IR Media Group shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

12.3.1 loss of profits; or

12.3.2 loss of business; or

12.3.3 depletion of goodwill or similar losses; or

12.3.4 loss of anticipated savings; or

12.3.5 loss of goods; or

12.3.6 loss of use; or

12.3.7 loss or corruption of data or information; or

12.3.8 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.4 Subject to clause 12.2, IR Media Group's total aggregate liability to you in any 12 month period beginning on the Commencement Date, or any anniversary of it (a "Contract Year"), whether in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, in respect of all causes of action arising in connection with the performance or contemplated performance of this agreement in a Contract Year shall be limited to the Fees paid by you under this agreement in that Contract Year.

13. Entire Agreement

13.1 This agreement 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.

13.2 Each party acknowledges that in entering into this agreement 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 this agreement.

14. Force majeure

Neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of IR Media Group or any other party), failure of a utility service or transport or telecommunications network, act of God, epidemic or pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for two months, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

15. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement 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.

16. Severance

16.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

16.2 If any provision or part-provision of this agreement is deemed deleted under clause 16.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Variation

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

18. Assignment

18.1 You shall not, without the prior written consent of IR Media Group, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this agreement.

18.2 IR Media Group may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

19. No partnership or agency

19.1 Nothing in this agreement 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, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in clause **Error! Reference source not found.**

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

20. Third-party rights

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

21. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Notices

Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally (deemed to be received when left at the relevant address), or sent by pre-paid first-class post or other next working day delivery service (deemed to be received at 9.00 am on the second Business Day after posting), or by commercial courier (deemed to be received on the date and at the time that the courier's delivery receipt is signed), or email (deemed to be received one Business Day after transmission). 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.

23. Governing law

This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales, except that IR Media Group may at its sole and absolute discretion elect for this agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) to be governed by and construed in accordance with the laws of any other jurisdiction.

24. Jurisdiction

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this agreement, its subject matter or its formation (including non-contractual disputes or claims), except that IR Media Group may take proceedings against the Sponsor in any other court of competent jurisdiction, and the taking of proceedings in any one or more jurisdiction will not preclude IR Media Group from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

25. Interpretation

25.1 Clause headings shall not affect the interpretation of this agreement. References to clauses are to the clauses of this agreement.

25.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. A reference to writing or written includes email. Any words following the terms including, include, in particular 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.

25.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

25.4 The following capitalized expressions shall have the following respective meanings and all other capitalized expressions have the meaning ascribed to them elsewhere in this agreement:

"Applicable Laws" means 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 parties' rights or the performance of their obligations;

"Business Day(s)" shall mean any day except for a Saturday, Sunday or a day which is a public holiday in England and Wales;

"Commencement Date" means the date set out in the Commercial Details;

"Commercial Details" means the deal sheet at the start of this agreement headed "Commercial Details" containing the nature of the Sponsorship Rights being purchased, the Fees, any Design Services required, and contact and invoicing details.

"Commercial Rights" means any and all rights of a commercial nature connected with the Event and/or Publications, 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.

"Design Services" means the design services provided by IR Media Group to create the Deliverables;

"End Date" means the date set out in the Commercial Details;

"Fees" means the fees payable by the Sponsor to IR Media Group for the Sponsorship Rights and Design Services as set out in the Commercial Details.

"IR Media Group Brands" means IR Media Group's brands and trademarks agreed by the parties to be used in connection with the Sponsorship Rights;

"Publication" means each periodical printed publication published by IR Media Group; and

"Sponsor's Brands" means the Sponsor's brands and trademarks agreed by the parties to be used in connection with the Sponsorship Rights;

"Sponsorship Rights" means the bundle of rights granted to the Sponsor as described in the Commercial Details.

If you have any queries or comments about your sponsorship agreement, please contact our account manager:

Thomas.williams@irmagazine.com