

Charity Agreement 2019

1. APPOINTMENT

This Agreement shall continue in force until 30 days after the Event unless terminated earlier in accordance with Clause 10 (the "Term").

2. CONSIDERATION

2.1 Charity Partner shall pay The Royal Parks ("TRP") the Fee within thirty (30) days of receiving a written request for payment from TRP if the charity opts to purchase Race Places in the Royal Parks Half Marathon via invoice.

2.2 Unless otherwise directed by the TRP, Charity Partner shall make payments by bank transfer to TRP's bank account as follows: NatWest Bank, 1 Portman Square, Marylebone, London W1H 6DG. Account no: 83410554, Sort Code: 60-16-39

2.3 All payments under this Agreement shall be paid without any deductions, set-off or withholdings.

2.4 All amounts expressed in this Agreement as being payable to TRP are expressed inclusive of value added tax (if any) which may be chargeable thereon. For the avoidance of doubt, the Event is subject to the VAT exemption currently applying to charity fundraising events.

2.5 If the Fee is not paid on the date required under this Agreement, the Charity Partner shall pay TRP, on demand, interest on the outstanding Fee at the rate of 3% (three per cent) per annum above NatWest Bank plc's base rate at the time, such interest to be compounded in calendar monthly steps on the first day of each month from the date due until the date of payment (inclusive) unless a separate payment schedule is agreed in writing by TRP or the equivalent number of Race Places to the amount of the outstanding Fee are forfeited. For the avoidance of doubt, one Race Place shall be forfeited for every £140 of Fee outstanding.

3. PROMOTION

Prior to the Event, Charity Partner will be given the opportunity to approve a generic design/look in relation to any Materials used for the promotion of the Event which feature Charity Partner's name and/or approved image, such approval not to be unreasonably withheld, delayed or conditioned. Charity Partner will provide its approval within fifteen (15) days of receiving the Materials or approval will be deemed given.

4. GRANT OF RIGHTS

4.1 In consideration of and subject to the payment of the Fee, TRP shall during the Term:

(a) supply Charity Partner with the Race Places purchased by the Charity Partner valid for the Event for the sole use of participants approved by the Charity Partner to raise sums for the Charity Partner's registered charity. Charity Partner acknowledges and agrees that TRP cannot refund any or all of the Fee if any Race Places are not allocated, used or cancelled by the registration deadline of **Friday 23rd August 2019**, and

(b) grant the Rights to Charity Partner in the UK on the terms and subject to the conditions set out in this Agreement. The grant of the Rights to the Charity Partner is on a non-exclusive basis.

4.2 Charity Partner acknowledges that:

- (a) TRP shall be entitled to appoint other official partners, sponsors and suppliers; and
- (b) TRP has granted and may grant similar rights to the Rights to other charities, partners, sponsors and suppliers, and TRP shall not be deemed by Charity Partner to be in breach of any term of this Agreement as a result of such arrangements.

5. CHARITY PARTNER'S OBLIGATIONS

Charity Partner shall:

- (a) during the Term grant TRP a non-exclusive royalty free license to use Charity Partner's Mark for the purposes of fulfilling TRP's obligations under this Agreement;
- (b) ensure that each and every Marketing Activity and samples of all Materials are approved in writing by TRP prior to Charity Partner commencing any such Marketing Activity or prior to the publication or use of the Materials. TRP will use its reasonable endeavours to provide any approval or disapproval within 5 working days of receipt of any request from Charity Partner;
- (c) ensure that all Materials conform with any samples approved by TRP;
- (d) ensure that all Materials are used solely for the Marketing Activities and Charity Partner shall not (and shall not authorise or procure any third party to) sell the Materials, offer the Materials for sale or distribute any Materials other than as part of the Marketing Activities;
- (e) not use the Designation, the Mark or any Materials except as expressly provided in this Agreement and in accordance with any usage guidelines notified to Charity Partner in writing by TRP from time to time during the Term;
- (f) ensure that the Materials do not contain a designation other than the Designation or any logo other than the Mark;
- (g) if requested by TRP in writing, provide one sample of each Material to TRP within fifteen (15) days of receiving the request;
- (h) not use any TRP Intellectual Property Rights for any purpose without the prior written consent of TRP;
- (i) not make any announcement of the nature or subject of this Agreement without the prior written consent of TRP;
- (j) not adopt or use any domain names, marks, drawings, symbols, emblems, logos, designations or names confusingly similar to the TRP Intellectual Property Rights, Designation or the Mark;
- (k) not knowingly do or suffer to be done any act or thing which will in any way harm, misuse or bring into disrepute, impair or adversely affect the good name or reputation of TRP, the TRP Intellectual Property Rights or the rights and interests of TRP in the TRP Intellectual Property Rights;
- (l) not make any representation or give any warranty on behalf of TRP nor create any expense chargeable to TRP or otherwise pledge the credit of TRP;
- (m) not hold itself out as a supplier to or sponsor of TRP or otherwise associate itself with TRP except strictly in accordance with and subject to the terms of this Agreement;
- (n) not engage in any joint exploitation of or otherwise enter into any joint marketing or promotion such that any of the Products, the Materials, TRP or the Mark is associated with any third party or any third party's products or services; and

(o) co-operate with and comply with all reasonable requests of TRP at all times during the Term and promptly notify TRP of any factor which could or does impact upon Charity Partner's ability to perform its obligations under this Agreement.

(p) the Charity Partner will be required to enter details for each participant (i.e. name, email address and phone number) so the participant may receive their registration link. Charity Partners must receive permission to share this information with the Royal Parks Half Marathon from each participant prior to entering the participant's details.

(q) the charity partner agrees that if the primary contact on their account changes, the charity will contact info@royalparkshalf.com to notify of the change and update the account accordingly.

6. INTELLECTUAL PROPERTY

6.1 Charity Partner acknowledges that TRP has the sole and absolute right to authorise Charity Partner to utilise the TRP Intellectual Property Rights for the purpose of this Agreement where relevant. Charity Partner shall not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the TRP Intellectual Property Rights or the reputation or goodwill associated with the TRP Intellectual Property Rights or which may invalidate or jeopardise any registration of the TRP Intellectual Property Rights.

6.2 Charity Partner acknowledges that all TRP Intellectual Property Rights together with any goodwill attaching to the Mark shall be and remain the sole property of TRP. Should any right, title or interest in or to the TRP Intellectual Property Rights or any goodwill arising out of the use of the Mark become vested in Charity Partner (by the operation of law or otherwise), it shall hold the same in trust for and shall, at the request of TRP immediately unconditionally assign (with full title guarantee) free of charge, any such right, title, interest or goodwill to TRP and execute any documents and do all acts required by TRP for the purpose of confirming such assignment. If Charity Partner fails to execute and deliver any such document or do any such act within 10 (ten) working days of any request in writing therefore from TRP, Charity Partner irrevocably appoints and authorises TRP to execute the same on its behalf as its authorised agent.

6.3 Charity Partner shall include in all Materials a copyright and/or trade mark notice (the form of which notices shall be as notified by TRP).

6.4 If Charity Partner becomes aware of any threatened or actual unauthorised use of the TRP Intellectual Property Rights, Charity Partner shall immediately notify the same to TRP in writing, setting out the facts in reasonable detail. Charity Partner will at TRP's request give all reasonable co-operation to TRP (including the provision of documentation and making relevant personnel available) in any action, claim or proceedings brought or threatened in respect of the TRP Intellectual Property Rights and TRP will be responsible for Charity Partner's reasonable costs in connection with this co-operation.

6.5 Charity Partner shall have no right to take action against any third party in relation to the unauthorised use by that third party of the TRP Intellectual Property Rights. Charity Partner shall have no right or entitlement to any damages or costs recovered by TRP from any action against any third party for infringement of any TRP Intellectual Property Rights.

6.6 Charity Partner grants TRP a non-exclusive licence to use the Charity Partner Intellectual Property Rights and Charity Partner Mark for the purposes of this Agreement.

6.7 TRP warrants to Charity Partner that:

- (a) TRP is the owner or licensee of all rights, title and interest in and to the TRP Intellectual Property Rights; and
- (b) TRP has the right to authorise Charity Partner to utilise the TRP Intellectual Property Rights for the purpose of this Agreement.

7. CHARITY PARTICIPANTS

7.1 Charity Partner agrees to use its reasonable endeavours to ensure that the participants:

- (a) register with the Royal Parks Half Marathon by **5pm on Friday 23rd August 2019**. Participants must appear with a green tick next to their name before **23rd August 2019** or they will not be able to participate;
- (b) participate in the Event;
- (c) wear their allocated Race Numbers;
- (d) follow the Race Rules published by TRP from time to time; and
- (e) follow the reasonable directions of TRP and/or their authorised representatives.

7.2 Charity Partner agrees to comply with all security provisions, health and safety provisions and other directions or requirements notified to Charity Partner in connection with the Event.

7.3 Charity Partner will ensure that each participant signs a participation agreement:

- (a) permitting TRP to exploit their participation for all uses in accordance with this Agreement; and
- (b) ensuring that all funds raised by the participant will be paid directly to Charity Partner.

7.4 Any participant who has not signed the participation agreement by **5pm on Friday 23rd August 2019**, in accordance with Clause 7 shall not be permitted to compete in the Event.

8. REGULATIONS AND ACCESS

8.1 Charity Partner undertakes that in connection with the Event it will comply with all laws, rules and regulations, licences and certificates in force in relation to the Event and the operation of events similar to the Event. In addition Charity Partner undertakes to comply with the reasonable instructions of the Promoter and TRP.

8.2 Charity Partner warrants and undertakes that it shall not and shall ensure that its employees and agents shall not, and shall take reasonable steps to procure that any participants and third parties shall not during the Term, whilst at the Parks, in any interviews conducted at or in relation to the Event:

- (a) do or say anything that may: a. be obscene, immoral, harmful or offensive according to generally acceptable standards; b. offend against the normal standards of decency; c. encourage or incite the commission of crime or public disorder; d. endanger public safety; or e. encourage, in whatever manner, behaviour which promotes disparaging views or behaviour relating to an individual or group's colour, race, nationality, ethnic or national origins, disability, sex, sexual orientation, marital status, religion or age;
- (b) make any political statements;
- (c) advertise or promote the goods or services, name or brand of any third party (whether or not a sponsor of Charity Partner) or display or procure the display of any advertising or other promotional materials for any third party's goods and/or services, name or brand; and
- (d) cause damage to the Parks and that if any such damage is caused Charity Partner will be fully responsible for the costs of repair of such damage.

9. CHANGE OF ROUTE ETC

TRP may reasonably elect to postpone or stage the Event on a different date or over the route of its choice. TRP admits no liability for any loss or damage resulting from any changes to the facilities/services to be provided by TRP to Charity Partner as a result of the change of date or route and which are reasonably required by TRP. Charity Partner acknowledges and agrees that TRP cannot refund the Fee or offer Race Places free of charge at a future Event, but Charity Partner will have the Rights in the changed event.

10. TERMINATION

10.1 This Agreement may be terminated with immediate effect by either party by written notice to the other party given at any time if such other party shall have committed a material breach of any of the terms hereof and (where such breach is capable of being remedied) shall have failed to remedy the same within 15 (fifteen) days of receiving a notice specifying the breach and requiring its remedy.

10.2 This Agreement may be terminated with immediate effect by either party with written notice to the other if:

- (a) any meeting of creditors of such other party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to such other party (other than for the purposes of bona fide reconstruction or amalgamation);
- (b) a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of such other party;
- (c) such other party ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (d) a resolution is passed, any procedure is commenced, any meeting is convened or any other step is taken (including, without limitation, the making of an application, the presentation of a petition or the filing or service of a notice) with a view to: a. the other party being adjudicated or found insolvent; b. the winding up or dissolution of the other party; c. the other party obtaining a moratorium or other protection from its creditors; or d. the appointment of a trustee, supervisor, administrative or other receiver, administrator, liquidator or similar officer or encumbrancer in respect of the other party or any of its assets;
- (e) any investigation or proceedings are instituted by the Charity Commission or any other body with similar remit or pursuant to charity legislation;
- f) any event analogous to any of the foregoing occurs in any jurisdiction; or
- (g) any event of Force Majeure Event as set out in Clause 14 continues for a consecutive period of 3 (three) months.

11. EFFECTS OF TERMINATION

11.1 On the expiry or earlier termination of this Agreement:

(a) such expiry or termination shall be without prejudice to the rights of the parties accrued prior to such expiry or termination;

(b) the rights granted under this Agreement shall revert immediately to TRP and Charity Partner shall immediately cease all exercise of those rights. In particular, Charity Partner shall immediately cease using the Designation and the Mark and withdraw all Materials (in its possession custody or control);

(c) Charity Partner shall immediately deliver up to TRP (or at the option of TRP destroy and provide appropriate evidence of such destruction) any Materials (in its possession custody or control) that incorporate the Designation, the Mark or any TRP Intellectual Property Rights and the participants Race Places if they have not already been allocated. If they have been allocated and the Charity Partner is being investigated pursuant to Clause 10.2 (e), TRP may at its discretion nominate an alternative charity with similar objects to receive funds raised by such participants; and

(d) TRP shall use its reasonable efforts to delete references to the Charity Partner or Charity Partner Mark in the Materials where practicably possible, but shall not be required to recall any Materials.

11.2 The provisions of Clauses 5 to 8 and 10 to 13 of this Agreement shall survive the expiry or earlier termination of this Agreement.

12. CONFIDENTIALITY

12.1 Each party ("Receiving Party") warrants and undertakes that it will respect and preserve the confidentiality of all information which is confidential in nature (whether or not contained in documents) disclosed by a party ("Disclosing Party") relating to the Event or any third party connected with the Event (including the Promoter, other service providers and/or any sponsors) or the business, financial position and future plans of the Disclosing Party or any third party connected with the Event ("Confidential Information").

12.2 The Receiving Party will not, without the express prior written consent of the Disclosing Party, communicate or make available the Confidential Information to any third party and/or use the Confidential Information for any purpose other than strictly as necessary for the participation of its obligations under this Agreement and in such cases in line with current data protection legislation, including the Data Protection Act 2018 and the EU General Data Protection Regulation (EU)2016/679.

12.3 Each party acknowledges and agrees that in the event that the terms of this Clause 12 are breached, damages would not be an adequate remedy and equitable remedies (such as specific performance or an injunction) would be appropriate.

13. INDEMNITIES AND LIABILITY

13.1 Charity Partner shall fully indemnify and keep TRP fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by TRP in consequence or arising out of: any breach or non-participation of all or any of the covenants, warranties, representations, obligations, undertakings or agreements on Charity Partner's part contained in this Agreement; and/or the exercise by Charity Partner of any of the Rights except as set out in this Agreement or the death or injury to any person attending the Event caused by Charity Partner's negligence or default or that of Charity Partner's participants. For the avoidance of doubt, the exclusions of liability set out in Clause 14.3 shall not apply to the indemnity in this Clause 13.1.

13.2 Save as set out in Clause 13.3 TRP shall have no liability whatsoever in contract, tort (including negligence), breach of statutory duty or otherwise for any direct, indirect; including without limitation loss of profit, opportunity, anticipated profit, anticipated revenue, business and/or goodwill) or damage suffered by it in relation to this Agreement, even if TRP has been advised of the possibility of such damages or losses.

13.3 TRP's total liability arising under or in connection with this Agreement or any breach or non-performance of this Agreement no matter how fundamental (including by reason of that Party's negligence) in contract, tort or otherwise shall be limited to the Fee.

13.4 Charity Partner acknowledges and will notify all participants of the risk of taking part in an event of this nature. Nothing in this Agreement shall limit the liability of either party to the other for any personal injury to or death of any of the others' employees, agents or subcontractors caused directly by a negligent or intentional act or omission or fraudulent misrepresentation on its part.

13.5 TRP shall not in any event be liable to return monies received or pay compensation or damages to Charity Partner or any third party (for whatever reason such compensation or damages may be due) in excess of the Fee actually received by TRP in cleared funds in accordance with this Agreement as at the date such action and/or claim arises.

14. FORCE MAJEURE

14.1 Neither party shall be liable for its inability to perform any obligation under this Agreement where such inability is caused by a Force Majeure Event.

14.2 If either party is affected by a Force Majeure Event which prevents that party from performing its obligations under this Agreement, the affected party shall:

- (a) promptly notify the other of the nature and extent of the circumstances in question; or
- (b) use all reasonable endeavours to mitigate and/or eliminate the consequences of such Force Majeure Event and inform the other party of the steps which it is taking and proposes to take to do so.

14.3 Neither party will be liable to the other party or its sub-licensees for:

- (a) any expenses or losses directly or indirectly incurred by them; or
- (b) any delay in performing its obligations nor for failure to perform its obligations under this Agreement,

as a result of a Force Majeure Event.

14.4 If and to the extent that such expenses or losses, delay or failure are caused by a Force Majeure Event each party shall be relieved of those obligations affected by the Force Majeure Event under this Agreement during the duration of such Force Majeure Event.

15. ILLEGALITY

If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that provision shall be deleted in respect of that jurisdiction so long as the commercial purpose of this Agreement is still capable of participation, and that the deletion of that provision in that jurisdiction shall not in any way affect or impair:

15.1 the validity, legality or enforceability in that jurisdiction of any other provision of this Agreement; and

15.2 the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16. NOTICES

16.1 All notices, consents and other written communications may be given personally to the intended recipient or sent by pre-paid registered post or facsimile or delivered personally to the address set out in this Agreement by:

(a) TRP to Charity Partner at its above address; or

(b) Charity Partner to TRP at its above address with a copy to such other person or addresses or numbers as otherwise advised in writing by TRP to Charity Partner.

16.2 Such notice is treated as having been given and received:

(a) if delivered, on the day of delivery if a business day, otherwise on the next business day;

(b) on the date of receipt if sent by registered mail; and

(c) if transmitted by fax to a person's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day.

16.3 For the avoidance of doubt a notice shall not be properly served if sent by email.

17. GENERAL

17.1 Definitions: in this Agreement, the words and expressions set out in Annex 1 shall have the meanings ascribed to them as set out in Annex 1.

17.2 Interpretation: in the Agreement: 1. Headings are for convenience only and shall not affect the interpretation of the Agreement. 2. Unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa;

(b) words importing one gender include the other;

(c) a reference to the Agreement is a reference to the Agreement and Annex 1 and Annex 2 and any variation or replacement of any of them;

(d) references to persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns;

(e) a reference to a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements of any of them; and

(f) references to "include" and "including", shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect of, limiting the generality of any foregoing words.

17.3 No Obligation: TRP will use its reasonable efforts to organise the Event, but is not obliged to organise or stage the Event, to allow Charity Partner or its participants to participate at the Event or to allow Charity Partner or any participants access to the Parks.

17.4 Assignment, Licensing and Sub-Contracting: Charity Partner acknowledges that TRP may assign and/or license this Agreement and the rights acquired under it. This Agreement is personal to Charity Partner. Charity Partner acknowledges that TRP may sub-contract any of its obligations under this Agreement. Charity Partner may not assign this Agreement or subcontract any of the obligations to be provided by them under this Agreement.

17.5 Third Parties: The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.

17.6 Entire Agreement: This Agreement and Annexes 1 and 2 constitute the sole and entire understanding of TRP and Charity Partner in relation to the subject matter of this Agreement and supersede all previous agreements, representations and arrangements between Charity Partner and TRP (either oral or written) with regard to the subject matter of this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement. Each party irrevocably and unconditionally waives any rights it may have to claim damages and/or to rescind this Agreement for any misrepresentation in relation to the subject matter of this Agreement whether or not contained in this Agreement or for breach of warranty not contained in this Agreement unless such misrepresentation or warranty was made fraudulently. This Agreement may only be amended or supplemented in writing and signed by a representative of both TRP and Charity Partner.

17.7 Waiver: The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right given to the parties under this Agreement shall not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other right or power under this Agreement. A right or a power may only be waived in writing signed by the party to be bound by the waiver.

17.8 Partnership: Nothing in this Agreement is intended to nor shall it create any partnership, joint venture or relationship of employment between TRP and Charity Partner.

17.9 Unenforceability: If any provision of this Agreement is invalid or unenforceable in any jurisdiction it will, if required, be deleted (for the purposes of that jurisdiction) without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction provided that such deletion does not defeat the commercial purpose of this Agreement.

17.10 Jurisdiction: This Agreement shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the Courts of England.

Annex 1

Definitions

Charity Partner Intellectual Property Rights	All Intellectual Property Rights owned by or licensed to Charity Partner
Charity Partner Mark	The Charity Partner mark set out in Part 2, Annex 2
Designations	The Designations set out in Part 1, Annex 2
Expenses	Any expense, liability, loss, damage and/or cost (including reasonable legal costs) arising out of any legal action, claim, demand and/or proceedings
Event	The Royal Parks Half Marathon intended to be held on Sunday 13th October 2019
Fee	£140 per charity place, VAT exempt
Force Majeure Event	Any event beyond the reasonable control of a party including: royal demise; national mourning; war; fire; flood; act(s) or threats of terrorism; epidemic; travel warning; strike(s) or lockout(s); act(s) of God; order(s) of any licensing or other public authority; failure of power supply; the unavailability of the Park or any of the Parks; and/or cancellation or termination of the Event
Intellectual Property Rights	All copyright and other intellectual property rights in whatever media whether or not registered including (without limitation), database rights, domain names, trade marks, service marks, trade names, registered designs, all other proprietary rights and any applications for the protection or registration of those rights and all renewals and extensions existing in any jurisdiction
Mark	TRP's and the Event trade mark set out in Part 2 of Annex 2 or such other marks as notified by TRP to Charity Partner from time to time
Marketing Activities	Any suitable marketing activity carried out by Charity Partner and preapproved by TRP including in-store promotions, brochures, advertising and other similar activities to promote the Event and associate the Charity Partner with the Event
Marketing Plan	The marketing plan agreed between the parties from time to time, the current version of which is attached at Annex 3
Materials	All works, designs drawings, logos, specifications and other documents and/or materials created in connection with the Marketing Activities or under this Agreement including without limitation any photographs and point of sale items, banners, signs, posters, displays, packaging, labels, wrappers, hangers, containers, stands, special packaging and any other marketing or advertising materials (including any proofs)
Parks	The parks managed by TRP

Promoter Limelight Sports Limited

Race Place A reserved place to take part in the Event

Annex 2 Part 2

Part 1

Rights

TRP shall grant to Charity Partner the rights set out below subject to the terms and conditions in this Agreement during the Term:

1. The non-exclusive right to use the Designation: “Charity of the Royal Parks Half Marathon” in the Territory on the Materials for the Marketing Activities;
2. The non-exclusive right to use the Mark (as defined in Annex 1) in the Territory on the Materials for the Marketing Activities; The right to inclusion of Charity Partner details in the Charity section of url: www.royalparkshalf.com. The nature, size and position of such inclusion to be determined by TRP in its sole discretion.

TRP and Event Mark

