

Charity Agreement 2022

1 APPOINTMENT

This Agreement shall commence on the Effective Date and continue in force until 30 days after the Event unless terminated earlier in accordance with Clause 11 (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 TRP, Charity Partner shall make payments by bank transfer to TRP’s bank account held with National Westminster Bank plc, 1 Portman Square, Marylebone, London W1H 6DG, with Account No. 83410554 and 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 (“**VAT**”). 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, Charity Partner shall pay TRP, on demand, interest on the outstanding Fee at the rate of 3% (three per cent) per annum above National Westminster 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 £145 of the Fee which is outstanding.

3 PROMOTION

Charity Partner will be given the opportunity to approve a generic design/look in relation to any Materials proposed to be used for the promotion of the Event which feature Charity Partner’s name and/or approved image prior to TRP publishing or using those Materials, such approval not to be unreasonably withheld, delayed or conditioned. Charity Partner will provide its approval or disapproval within fifteen (15) days of receiving the draft 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:

4.1.1 supply Charity Partner with the Race Places purchased by the Charity Partner valid for the Event for the sole use of Runners 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 **midnight, Friday 26 August 2022**

4.1.2 grant the Rights to Charity Partner in the Territory 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:
- 4.2.1 TRP shall be entitled to appoint other official partners, sponsors and suppliers in relation to the Event; and
 - 4.2.2 TRP has granted and may grant similar rights to the Rights to other charities, partners, sponsors and suppliers in relation to the Event, 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

- 5.1 Charity Partner shall:
- 5.1.1 during the Term grant TRP a non-exclusive royalty free licence to use the Charity Partner Mark and the Charity Partner Intellectual Property Rights for the purposes of fulfilling TRP's obligations under this Agreement;
 - 5.1.2 ensure that all Marketing Activities and samples of all Materials and Products are approved in writing by TRP (such approval not to be unreasonably withheld, delayed or conditioned) prior to Charity Partner commencing any such Marketing Activities or prior to the publication, manufacture or use of the Materials and the Products. TRP will use its reasonable endeavours to provide any approval or disapproval within 5 working days of receipt of any request from Charity Partner or approval will be deemed given;
 - 5.1.3 ensure that all Materials and Products conform with any samples approved by TRP;
 - 5.1.4 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 or the Products, offer the Materials or the Products for sale or distribute any Materials or the Products other than as part of the Marketing Activities;
 - 5.1.5 not use the Designation, the Marks or any Materials or Products 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;
 - 5.1.6 ensure that the Materials and Products do not contain a designation other than the Designation or any logo other than the Marks;
 - 5.1.7 if requested by TRP in writing, provide one sample of each Material and each Product to TRP within fifteen (15) days of receiving the request;
 - 5.1.8 not use any TRP Intellectual Property Rights for any purpose without the prior written consent of TRP;
 - 5.1.9 not make any announcement of the nature or subject of this Agreement without the prior written consent of TRP;
 - 5.1.10 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 Marks;
 - 5.1.11 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;

- 5.1.12 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;
 - 5.1.13 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;
 - 5.1.14 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 Marks is associated with any third party or any third party's products or services;
 - 5.1.15 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;
 - 5.1.16 the Charity Partner will be required to enter details for each Runner (i.e. name, email address and phone number) so the Runner may receive their registration link. Charity Partners must receive permission to share this information with the Royal Parks Half Marathon from each Runner prior to entering the Runner's details; and
 - 5.1.17 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.
- 5.2 Charity Partner will use best endeavours to ensure that it and each of its Runners participates in the Event in a manner consistent with TRP's commitment to environmental sustainability.
- 5.3 Without prejudice to the generality of the foregoing, Charity Partner will use its best endeavours to ensure that, in connection with the Event, it and, where applicable, each of its Runners will:
- 5.3.1 not use or supply any single-use plastic bottles;
 - 5.3.2 make knowledgeable and responsible choices in relation to environmental sustainability, including:
 - 5.3.2.1 the removal of palm oil from products supplied at the Event;
 - 5.3.2.2 the separation of different kinds of waste into the correct designated receptacles provided at the Event;
 - 5.3.2.3 choosing local and organic food and Fairtrade Items when making purchases for the Event; and
 - 5.3.2.4 promoting the reduction, reuse and recycling of products at the Event site;
 - 5.3.3 reduce or eliminate the use of single-use plastic products at the Event site, including charity cheer items, glitter, temporary tattoos, clappers, pom-poms, cable-ties, individual packets of snacks and sweets, utensils, rain ponchos, single-use bunting, flyers, balloons, and leaflets; and
 - 5.3.4 make use only of environmentally friendly arts and crafts in connection with the Event.

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 TRP acknowledges that Charity Partner has the sole and absolute right to authorise TRP to utilise the Charity Partner Intellectual Property Rights for the purpose of this Agreement where relevant. TRP 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 Charity Partner Intellectual Property Rights or the reputation or goodwill associated with the Charity Partner Intellectual Property Rights or which may invalidate or jeopardise any registration of the Charity Partner Intellectual Property Rights.
- 6.3 Charity Partner acknowledges that all TRP Intellectual Property Rights together with any goodwill attaching to the Marks 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 Marks 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.
- 6.4 TRP acknowledges that all Charity Partner Intellectual Property Rights together with any goodwill attaching to the Charity Partner Mark shall be and remain the sole property of Charity Partner. Should any right, title or interest in or to the Charity Partner Intellectual Property Rights or any goodwill arising out of the use of the Charity Partner Mark become vested in TRP (by the operation of law or otherwise), it shall hold the same in trust for and shall, at the request of Charity Partner immediately unconditionally assign (with full title guarantee) free of charge, any such right, title, interest or goodwill to Charity Partner and execute any documents and do all acts required by Charity Partner for the purpose of confirming such assignment. If TRP 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 Charity Partner, TRP irrevocably appoints and authorises Charity Partner to execute the same on its behalf as its authorised agent.
- 6.5 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).
- 6.6 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.
- 6.7 If TRP becomes aware of any threatened or actual unauthorised use of the Charity Partner Intellectual Property Rights, TRP shall immediately notify the same to Charity Partner in writing, setting out the facts in reasonable detail. TRP will at Charity Partner's request give all reasonable co-operation to Charity Partner (including the provision of documentation and making relevant personnel available) in any action, claim or proceedings brought or threatened in respect of the Charity Partner Intellectual Property Rights and Charity Partner will be responsible for TRP's reasonable costs in connection with this co-operation.
- 6.8 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.

7 WARRANTIES

7.1 TRP represents and warrants to Charity Partner that:

7.1.1 TRP has the requisite power and authority to enter into and perform its obligations under this Agreement;

7.1.2 TRP is the owner or licensee of all rights, title and interest in and to the TRP Intellectual Property Rights; and

7.1.3 TRP has the right to authorise Charity Partner to utilise the TRP Intellectual Property Rights for the purpose of this Agreement.

7.2 Charity Partner represents and warrants to TRP that:

7.2.1 Charity Partner has the requisite power and authority to enter into and perform its obligations under this Agreement;

7.2.2 Charity Partner is the owner or licensee of all rights, title and interest in and to the Charity Partner Intellectual Property Rights; and

7.2.3 Charity Partner has the right to authorise TRP to utilise the Charity Partner Intellectual Property Rights for the purpose of this Agreement.

8 RUNNERS' PARTICIPATION

8.1 Charity Partner agrees to use its reasonable endeavours to ensure that the Runners:

8.1.1 participate in the Event;

8.1.2 wear their allocated the Race Numbers;

8.1.3 follow the Race Rules published by TRP from time to time; and

8.1.4 follow the reasonable directions of TRP, the Promoter and/or their authorised representatives.

8.2 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.

8.3 Charity Partner will ensure that each that each Runner has read and indicated their agreement to the Participation Agreement with TRP and the Promoter permitting TRP to exploit their participation for all uses for which their participation may be exploited in accordance with this Agreement and Data Protection Laws.

8.4 Charity Partner agrees that any Runner who has not indicated their agreement to the Participation Agreement by **midnight, Friday 26 August 2022**, in accordance with Clause 8.3, will not be permitted to compete in the Event.

8.5 Charity Partner must ensure that:

8.5.1 all Runners are added onto the half marathon console and have completed their runner profile before **midnight, Friday 26 August 2022**;

8.5.2 all funds raised by the Runners will be paid to the charitable purpose designated by the Charity Partner; and

8.5.3 each Runner has given their prior consent to enable Charity Partner, or a team leader designated by Charity Partner, to:

- 8.5.3.1 provide the Runner's name, address and email address to TRP and/or the Promoter for the purposes of completing an Event registration for that Runner;
- 8.5.3.2 contact the Runner for the purposes of preparation for the Event, including reviewing the Runner's fundraising progress;
- 8.5.3.3 provide the Runner's contact details to a third-party fulfilment company for the purposes of that third party providing the Runner with apparel to be used in connection with the Event; and
- 8.5.3.4 view that Runner's completed registration details on the Event database.

8.6 Charity Partner must not use, edit, transfer or disclose any Runner's Personal Data other than as expressly provided in Clause 8.5.3.

8.7 TRP must ensure that the Participation Agreement will include all provisions necessary for the Runners' Personal Data to be collected and processed by TRP and the Promoter in accordance with Data Protection Laws.

9 REGULATIONS AND ACCESS

9.1 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.

9.2 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 Runners and third parties shall not during the Term, whilst at the Parks, in any interviews conducted at or in relation to the Event:

9.2.1 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;

9.2.2 make any political statements;

9.2.3 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;

9.2.4 endanger public safety; or

9.2.5 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.

10 CHANGE OF ROUTE ETC

TRP may reasonably elect to postpone or stage the Event on a different date or alter the route of the Event at any time for any reason. 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.

11 **TERMINATION**

11.1 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.

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

11.2.1 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);

11.2.2 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;

11.2.3 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;

11.2.4 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:

11.2.4.1 the other party being adjudicated or found insolvent;

11.2.4.2 the winding up or dissolution of the other party;

11.2.4.3 the other party obtaining a moratorium or other protection from its creditors; or

11.2.4.4 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;

11.2.5 any investigation or proceedings are instituted in relation to the Charity Partner by the Charity Commission or any other body with similar remit or pursuant to charity legislation;

11.2.6 any event analogous to any of the foregoing occurs in any jurisdiction; or

11.2.7 any event of Force Majeure Event as set out in Clause 15 continues for a consecutive period of 4 (four) weeks.

12 **EFFECTS OF TERMINATION**

12.1 On the expiry or earlier termination of this Agreement:

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

- 12.1.2 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 Marks and withdraw all Materials (in its possession custody or control);
- 12.1.3 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 Marks or any TRP Intellectual Property Rights and the Runner's Race Places if they have not already been allocated. If they have been allocated and the Charity Partner is being investigated pursuant to Clause 11.2.5, TRP may at its discretion nominate an alternative charity with similar objects to receive funds raised by such Runners; and
- 12.1.4 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.

12.2 The provisions of Clauses 5 to 9 and 11 to 14 of this Agreement shall survive the expiry or earlier termination of this Agreement.

13 **CONFIDENTIALITY**

- 13.1 Subject to Clause 13.3, 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**").
- 13.2 Subject to Clause 13.3, 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 the Data Protection Laws.
- 13.3 Clauses 13.1 and 13.2 will not apply to any information which is required to be disclosed by applicable law or order of a court of competent jurisdiction or recognised stock exchange or government department or agency (including, for the avoidance of doubt, any tax authority), provided that the Recipient shall (to the extent permitted by law) give reasonable notice to the Discloser of such disclosure and endeavour to minimise the extent of such disclosure.
- 13.4 Each party acknowledges and agrees that in the event that the terms of this Clause 13 are breached, damages would not be an adequate remedy and equitable remedies (such as specific performance or an injunction) would be appropriate.

14 **INDEMNITIES AND LIABILITY**

- 14.1 Subject to Clause 14.3, 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:
 - 14.1.1 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;
 - 14.1.2 the exercise by Charity Partner of any of the Rights except as set out in this Agreement; or
 - 14.1.3 the death or injury to any person attending the Event caused by Charity Partner's negligence or default or that of Charity Partner's Runners.

- 14.2 Nothing in this Agreement shall exclude or restrict Charity Partner's liability under Clause 14.1.3 or otherwise exclude or restrict a party's liability for death or personal injury resulting from the negligence of that party or (where applicable) of its employees while acting in the course of their employment.
- 14.3 Neither party shall have any liability whatsoever in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect loss, 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 the other party has been advised of the possibility of such damages or losses.
- 14.4 Subject to Clause 14.2, the total liability of TRP or the Charity Partner 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.
- 14.5 Charity Partner acknowledges and will notify all Runners 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, subcontractors or Runners caused directly by a negligent or intentional act or omission or fraudulent misrepresentation on its part.
- 14.6 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.
- 15 FORCE MAJEURE**
- 15.1 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.
- 15.2 In particular, TRP is not obliged to organise or stage the Event, to allow Charity Partner or its Runners to participate at the Event or to allow Charity Partner or any Runners access to the Parks when restricted from doing so by a Force Majeure Event.
- 15.3 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:
- 15.3.1 promptly notify the other of the nature and extent of the circumstances in question; and
- 15.3.2 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.
- 15.4 Neither party will be liable to the other party or its sub-licensees for:
- 15.4.1 any expenses or losses directly or indirectly incurred by them; or
- 15.4.2 any delay in performing its obligations nor for failure to perform its obligations under this Agreement,
- as a result of a Force Majeure Event.
- 15.5 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.

16 **ILLEGALITY**

16.1 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 the deletion of that provision in that jurisdiction shall not in any way affect or impair:

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

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

17 **NOTICES**

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

17.1.1 TRP to Charity Partner at its above address; or

17.1.2 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.

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

17.2.1 if delivered, on the day of delivery if a business day, otherwise on the next business day; or

17.2.2 on the date of receipt if sent by registered mail;

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

18 **GENERAL**

18.1 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.

18.2 Interpretation: In this Agreement:

18.2.1 headings are for convenience only and shall not affect the interpretation of the Agreement; and

18.2.2 unless the context otherwise requires:

18.2.2.1 words importing the singular include the plural and vice versa;

18.2.2.2 words importing one gender include the other;

18.2.2.3 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;

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

- 18.2.2.5 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
- 18.2.2.6 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.
- 18.3 Assignment, Licensing and Subcontracting: 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 subcontract 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.
- 18.4 Third Parties: The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.
- 18.5 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.
- 18.6 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.
- 18.7 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 or authorise the other party to act as agent for the other.
- 18.8 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.
- 18.9 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.

19 **DATA PROTECTION**

- 19.1 For the purposes of this Clause 19, the terms “process” (and its derivatives), “controller”, “data subject” and “personal data” shall have the meanings given to them in the Data Protection Laws.
- 19.2 Each party warrants and undertakes that it will perform its obligations under this Agreement in accordance with the provisions of all Data Protection Laws from time to time in force.
- 19.3 Each of the parties hereby acknowledges that the only personal data to be shared with:

- 19.3.1 TRP by the Charity Partner will be the name, email address and telephone number of:
 - 19.3.1.1 supporters in relation to whom the Charity Partner has legal basis for the transfer; and
 - 19.3.1.2 individual employees of the Charity Partner; and
- 19.3.2 the Charity Partner by TRP will be:
 - 19.3.2.1 the name, email address and telephone number of employees of TRP; and
 - 19.3.2.2 in relation to supporters who have given their consent to the transfer: name, title, email address, telephone number, alternative telephone number, gender, postal address, whether it is their first half marathon, running experience, seeding category, personal story, registration status and runner activation link,

(together, the “**Relevant Personal Data**”) and that the same is shared for the parties to serve their relationship with one another under this Agreement and for the purposes set out in this Agreement (the “**Purpose**”).

- 19.4 The parties acknowledge that each TRP and the Charity Partner is and will each be a controller in respect of the Relevant Personal Data.
- 19.5 The Charity Partner warrants that it has obtained all consents, licences and authorisations necessary for the transfer, sharing, accessing and processing of data to, with and by the Charity Partner and TRP as contemplated under this Agreement.
- 19.6 Each party agrees that it will only process the Relevant Personal Data provided by the other party for the Purpose provided always that it may in addition process the Relevant Personal Data for its own purposes of compliance with applicable law and regulations.
- 19.7 Each party to the agreement will notify the other party’s data protection officer within 24 hours of becoming aware of any incidents threatening to breach or breaching the confidentiality, integrity or availability of any of the personal data processed as a result of this Agreement.
- 19.8 Such notification in Clause 19.7 shall at least describe the nature of the incident including, where possible, the categories and approximate number of data subjects and personal data records concerned; the likely consequences of the incident; and the measures taken, or proposed to be taken, by the party to address the breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.
- 19.9 Each party further agrees to assist the other with all enquiries and investigation into any incidents which threaten to breach or have breached the confidentiality, integrity or availability of any of the personal data processed as a result of this Agreement.
- 19.10 Each party will provide the other party with the name and contact details of its data protection officer (if applicable).

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 trade mark set out in Part 3, Annex 2;
Data Protection Laws	The UK GDPR (as that term is defined by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and the Data Protection Act 2018;
Designations	The Designations set out in Part 1, Annex 2;
Effective Date	The date of this Agreement;
Event	The October 2022 Royal Parks Half Marathon (as postponed or scheduled to a later date in accordance with clause 10);
Fee	£145 per Race Place, exclusive of VAT;
Force Majeure Event	Any event beyond the reasonable control of a party including: royal demise; national mourning; act(s) of God, war, fire, flood, drought, earthquake or other natural disaster; act(s) or threats of war, terrorism or civil commotion; epidemic or pandemic; travel warning; strike(s) or lockout(s); any law or governmental guidelines, any action or any prohibition taken by a government or public authority, or failing to grant or rescission of a necessary licence or consent; interruption or failure of any utility service; the unavailability of the Parks; and/or cancellation or termination of the Event as a result of any of the above;
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;
Marks	TRP's and the Event trade mark set out in Part 2, 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;
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;
Participation Agreement	The terms and conditions in respect of an individual Runner's participation as set out on the Event website, entered into upon confirmation of the Runner's understanding and acceptance of such terms and conditions;
Personal Data	Has the meaning given in the Data Protection Laws;

Products	Any merchandise produced by the Charity Partner in connection with the Event with the prior agreement of TRP, which shall include, but not be limited to, running kit, sporting gadgets and other equipment;
Promoter	Limelight Sports Limited;
Race Numbers	The numbered bibs to be supplied to the Charity Partner's Runners by TRP;
Race Place	A reserved place to take part in the Event;
Race Rules	Race rules produced by TRP;
Rights	Those rights to be granted by TRP to Charity Partner as set out in Part 1, Annex 2;
Runners	Runners nominated by Charity Partner to take part in the Event;
Term	The term set out in clause 1;
Territory	The United Kingdom; and
TRP Intellectual Property Rights	All Intellectual Property Rights owned by or licensed to TRP or otherwise relating to the Event and including but not limited to the Marks.

Annex 2 – Rights and Marks

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 Marks (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.

Part 2 – TRP and Event Marks



Part 3 – Charity Partner Mark

[to be inserted]