

## Logistics UK Sponsorship Contract

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Hermes House  
St John's Road  
Tunbridge Wells  
Kent TN4 9UZ

Dated

### Between the Organiser

[Logistics UK – a trading name of Freight Transport Association Limited,  
Registered office: Hermes House, St John's Road, Tunbridge Wells, Kent,  
TN4 9UZ. Registered in England number 391957]

And

### The Sponsor

#### DEFINITIONS

In these terms and conditions (the "Terms") the following expressions shall, unless the context otherwise requires, have the following meanings:

The **Parties** refers to the Sponsor and the Organiser

The **Sponsorship Prospectus** included as an Appendix to this contract, outlines the main benefits of different sponsorship types available to offer.

The **Event** means a business meeting or series of meetings delivered in a format combining a single stream conference with break out exhibition space.

**Sponsor Benefits** are dependent on the level of sponsorship, and are outlined in the Sponsorship Prospectus.

**Sponsor Activation Meetings:** The organiser will meet with the Sponsor at the start of the contract and at appropriate times for the duration of the contract, dates to be advised by the Organiser, to discuss, coordinate and agree delivery of the Sponsorship Benefits.

**Sponsorship Fee** means the fees charged by the Organiser to the Sponsor pursuant to the Contract.

**Data Protection Laws** means any applicable laws or regulations which govern the collection and processing of personal data (as amended or superseded from time to time) including (without limitation and as applicable) the Data Protection Act 2018, the EU Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the General Data Protection Regulation (EU2016/679) (GDPR).

**Personal Data and Processing** shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly) and Personal Data Breach shall have the meaning given to it in the GDPR (as amended or superseded from time to time).

**Event Web Page** means the web page located on the Logistics UK website at [www.logistics.org.uk/events](http://www.logistics.org.uk/events).

**Project Team** means the team employed by Logistics UK to support the Event.

**Event Launch** means date that the event Web Page goes live or any other date subsequently advised by the Organiser.

**Event End Date** means the date of the event delivery, or any other date stipulated by the organiser.

**Due Date** means the date by which payment must be received by the Organiser, from the Sponsor, for the Sponsorship Benefits

#### 1 PAYMENT TERMS

1.1 All fees expressed herein are exclusive of sales tax, value added tax, or any other taxes and duties which, if applicable, will be charged to the Sponsor in addition to the fees. All fees are non-refundable (except as otherwise specified herein) and are due within net 30 days of this contract, or the invoice, whichever is later.

#### 2 SPONSORSHIP BENEFITS

2.1 It is vital to the success of the Event that Sponsors actively engage, support and promote the Event. It is especially important for Sponsors to be proactive in supplying people and content to engage with the Campaign. This includes:

- Providing speakers at the Event when advised by the organiser.
- Effective and responsive engagement with the Project Team to coordinate the Sponsor's rights to access Sponsor Benefits.

2.2 All quantities, periods or frequencies outlined as Sponsor Benefits in the Sponsorship Prospectus are minimum targets. The Organiser will use best endeavours to offer the Sponsor at least the minimum targets, and to plan as accurately as possible with the sponsor when each specific benefit will be available. However, if the Sponsor fails to take advantage of a specific opportunity, for example the Sponsor cannot provide a speaker for a live event, or provide case studies when requested, then it might not be possible to deliver all minimum targets for each benefit.

### **3 Confidentiality**

3.1 The Parties recognise that in the course of the Event, each party may obtain confidential or proprietary information of the other party or its affiliates. Other than as may be required by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto, such information will be held in strict confidence and will not be disclosed by the recipient to any unauthorised party without the prior written consent of the other party. This provision does not apply to information: (i) in the public domain (through no fault of the recipient), or (ii) developed independently by the recipient (without reliance on the information).

3.2 For the avoidance of doubt, the terms of this Contract will be treated as confidential by the Sponsor and will not be disclosed to any third party without the prior written agreement of the Organiser unless the forgoing exceptions in 3.1 apply.

### **4 ORGANISER'S PUBLICATIONS OR OTHER MEDIA**

4.1 The Organiser shall be free to include in any form of media created by the Organiser (or on its behalf) in connection with the Event, the Sponsors name, logo or any other material or information supplied to the Organiser by the Sponsor.

4.2 The Sponsor shall ensure the accuracy of all material or information provided to the Organiser or directly used by the Sponsor.

4.3 The Organiser may refuse to incorporate the name, logo or any other material or information provided to the Organiser or remove, delete or cover over such name, logo or material or information if the Organiser becomes aware that any such name, logo or material or information is in breach of this Clause 4.

4.4 The Organiser shall not in any event be responsible to the Sponsor for any omissions, misquotations or other errors which may occur in the completion of any form of media in connection with the Campaign.

4.5 The Sponsor is solely responsible for any liability arising out of the publication of any Sponsor-provided advertisement or relating to any material to which users can link through any such advertisement. The Sponsor represents and warrants that any and all Advertisements and any links comply with all advertising standards, applicable laws and other regulations and do not contravene any third party's rights; that it holds the necessary rights to permit the publication and use of such Advertisements by the Organiser for the purpose of this Contract; and that the use, reproduction, distribution or transmission of such Advertisements will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, patent, trade mark, trade secret, or other proprietary right, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy or rights of celebrity, infringement of any discrimination law, securities law or regulation, or of any other right of any person or entity. The Sponsor agrees to indemnify the Organiser and hold it and its affiliates harmless from any and all liability, loss, damages, claims or causes of action, including legal fees and expenses that may be incurred by the Organiser and/or any of its affiliates arising out of or related to a breach or any of these representations and warranties or otherwise incurred, directly or indirectly, as a result of the publication of any Advertisement. Publication of any Advertisement does not constitute acceptance by the Organiser that the Advertisement does conform to this clause and the Organiser has a continuing right to require the Sponsor to change or modify any Advertisement to the extent it deems necessary to conform to such requirements. The Organiser reserves the right to withdraw any Advertisement from publication at any time without liability to the Sponsor if it considers in its absolute discretion that such Advertisement or any material to which users can link through such Advertisement fails to conform to the above requirements or is inappropriate for or unsuited to the editorial policies of Organiser. To the full extent permitted by law, the Organiser will not be liable for any loss or damage, whether direct or indirect, including consequential loss or any loss of profits or similar loss, in contract or tort or otherwise, relating to any Advertisement or this Contract or any error in any Advertisement or any failure of any Advertisement to appear from any cause whatsoever. The Organiser will not be liable for any error in any published Advertisement nor its failure to appear at a specified time or in any specific position or place.

### **5 CANCELLATION BY SPONSOR**

5.1 In the event that the Sponsor:

(i) requests to withdraw its Application for Sponsorship after acceptance by the Organiser; or  
(ii) fails to meet the payment obligations (whether as to the amounts due or dates of payment) detailed in the Contract; then the Organiser reserves the right (but without being obliged to do so) to treat the Contract as being cancelled and apply the following cancellation charges and to re-allocate the Sponsorship Benefits to another Sponsor:

- Cancellation at any time after contract signing: up to 100% of the Sponsorship Fee.

5.2 The Sponsor shall indemnify and hold harmless the Organiser against all expenses, costs, claims, losses and liabilities which the Organiser may reasonably suffer or incur in connection with the Sponsorship including, without limitation, any charges and damages directly resulting from a cancellation.

### **6 CANCELLATION BY ORGANISER/FORCE MAJEURE**

6.1 If any of the sponsorship benefits become unfit or unavailable or it becomes impossible or impractical to deliver any of the sponsorship benefits for reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots epidemics, pandemics or any other cause, the Organiser reserves the right (but shall not be obliged) to cancel; or postpone the sponsorship benefits.

6.2 In the circumstances specified in Clause 6.1 and subject to Clause 6.3, the parties agree and acknowledge that the Organiser shall not have any liability to the Sponsor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Sponsor.

6.3 If the Sponsorship package is cancelled in accordance with Clause 6.1 the Organiser will endeavour to offer the Sponsor alternative opportunities worth the full value paid based on the same pricing.

6.4 In the event that the Event is cancelled by the Organiser, before the Event Launch, for any other commercial reason including (without limitation to) the lack of support for the Event from other sponsors, then the Organiser will refund to the Sponsor all charges paid by the Sponsor to the Organiser and the Sponsor agrees and acknowledges that they will have no further claim whatsoever against the Organiser in respect of such cancellation.

## **7 LIMITATION OF LIABILITY**

7.1 The Organiser shall not be responsible for death or personal injury to the Sponsors employees, agents, contractors or other invitees of the Sponsor save as a result of the Organiser's negligence.

7.2 Nothing in this Contract shall exclude or limit liability for death or personal injury resulting from the negligence of the Sponsor, or the Organiser.

7.3 Without prejudice to Clause 7.1, the total liability of the Organiser for a claim made by the Sponsor in respect of loss or damage suffered by the Sponsor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the amount of all sums paid by the Sponsor to the Organiser under the Contract.

7.4 The Organiser shall not in any event be liable for any:

- (i) indirect or consequential losses, damage, costs or expenses;
- (ii) loss of profit;
- (iii) loss of revenue; or
- (iv) loss of goodwill.

7.4 The Sponsor shall indemnify and keep indemnified the Organiser against all loss, damages, costs, charges and expenses (including contingent or consequential loss) whatsoever arising from or in consequence of:

- (a) any breach by the Sponsor of any of the terms and conditions of the Contract; or
- (b) any loss suffered by the Organiser as a result of default or negligence of the Sponsor (including the employees, contractors, agents and invitees of the Sponsor agents).

7.5 The total liability of the Sponsor for a claim made by the Organiser in respect of loss or damage suffered by the Organiser for breach of this Contract shall not exceed £2million GBP. This Clause 7.5 shall not apply to any liability of the Sponsor under Clause 17 (Data Protection).

7.6 The Sponsor shall obtain, and maintain in force, insurance with a reputable insurance company in connection with its presence at any live events. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Sponsor shall take out insurance including (without limitation) public liability insurance for loss, damage or injury caused by the Sponsors negligence or default up to a value of £2million for any one occurrence.

## **8 POWERS AND DISCRETION OF THE ORGANISER**

8.1 The Organiser shall be entitled to:

- (a) Change the sponsorship package where elements of the package rely on 3<sup>rd</sup> party permissions which are no longer deliverable or where 3<sup>rd</sup> party permission has not been granted. In all instances the Organiser will use best endeavours to replace any removed elements of the sponsorship package with a benefit of similar or greater value.
- (b) refuse any person admission to live events or remove from any live event any person whose presence, in the opinion of the Organiser, is or is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the servant or agent of the Sponsor or otherwise in any way connected or associated with the Sponsor;
- (c) alter the dates of the delivery of any of the Sponsorship benefits;
- (d) change or vary these Terms at any time, or permit exceptions in special circumstances.

8.2 The Organiser shall not be liable for any claim made by the Sponsor more than 2 years after the date of this Contract.

8.3 Each provision of this Clause 8 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Contract.

## **9 WARRANTIES**

9.1 Each party warrants and undertakes to the other that:

- (a) it has the full power and authority to enter into and carry out its obligations under this Contract and that it shall comply with all applicable laws in carrying out its obligations and exercising its rights hereunder;
- (b) it shall not use or have any rights over the other party's intellectual property rights (including without limitation trade marks or any goodwill generated by the use thereof), except as strictly authorised under this Contract and as may be reasonably required for the purposes of exploiting their respective rights in respect of the Campaign.
- (c) use of its intellectual property rights in accordance with the terms of this Contract shall not infringe any third party intellectual property rights.

## **10 TERMINATION AND WITHDRAWAL**

10.1 Without prejudice to any other rights it may have, the Organiser may terminate the Contract by notice in writing:

- (a) if the whole of the amounts due from the Sponsor to the Organiser are not paid by the due date as specified in clause 1
- (b) if the Sponsor fails to observe and fulfil any of the terms of the Contract;
- (c) if the Sponsor shall have a receiver or administrative receiver appointed over all or any part of its assets or an application is made for the appointment of an administrator or an administrator is appointed or the Sponsor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds of Arrangement Act 1914 applies or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act

1986 or the Sponsor presents or has presented against him a bankruptcy petition or a bankruptcy order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value. Upon termination the Sponsor shall remain liable to pay the Organiser the amounts due from it under the Contract prior to such termination.

#### **11 ASSIGNMENT AND SUB-CONTRACTING**

11.1 Each party shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part this Contract of any of its rights, liabilities or obligations under this Contract without prior written consent of the other party.

#### **12 WHOLE CONTRACT**

12.1 This Contract constitutes the entire Contract between the parties and supersedes and extinguishes all previous agreements, policies, assurances, warranties, representation and understandings between them, whether written or oral, relating to its subject matter.

#### **13 RELATIONSHIP OF THE PARTIES**

13.1 Nothing in this Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

#### **14 RIGHTS OF THIRD PARTIES**

14.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

#### **15 SEVERANCE**

15.1 If at any time one or more provisions contained in the Contract is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

#### **16 APPLICABLE LAW**

16.1 The validity construction and performance of the Contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

#### **17 DATA PROTECTION**

17.1 The Sponsor warrants and guarantees that it understands and is compliant with all Data Protection Laws.

17.2 The Sponsor agrees to indemnify and hold harmless the Organiser against all expenses, costs, claims, losses and liabilities incurred by the Organiser or for which the Organiser may become liable due to any failure by the Sponsor to comply with Data Protection Laws including without limitation, due to any failure by the Sponsor to implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

17.3 The Sponsor shall promptly notify the Organiser if it suspects or becomes aware of any Personal Data Breach in respect of any Personal Data which has been collected by or on behalf of the Organiser.

17.4 The use and disclosure of lists containing information relating to any individual are regulated by privacy and data protection laws. Such information may also be subject to obligations of confidentiality. Therefore, the Organiser does not accept any obligation to supply the Sponsor with any mailing or other lists unless otherwise expressly provided for in the Contract. Any obligation by the Organiser to supply the Sponsor with any mailing or other lists (or similar data) is subject to any restrictions imposed by applicable laws and regulations and the preferences expressed by the individuals. If, for any reason, the Sponsor obtains such information in connection with the Campaign, the Sponsor will treat that information as confidential and comply with all applicable laws and regulations which relate to such information. Where, for the purpose of marketing the Campaign, the Sponsor provides to the Organiser the information of individuals including but not limited to its clients and/or prospective clients, the Sponsor represents and warrants that: (i) it has obtained all necessary consents to use and transfer the information for the purposes outlined in this Contract and it has complied with all applicable laws and regulations which relate to the use of such information including, without limitation, the UK's Data Protection Act 1998 (and as amended thereafter) and any other similar applicable laws in other jurisdictions; and (ii) that the Organiser's use of such information in accordance with this Contract will not breach any applicable laws or regulations.

#### **18 PAYMENT**

Please arrange a BACS payment within 30 days of the date of this contract to:

Sort code: 30-98-77

Account number: 00859942

Subject to valid invoice

**19 SIGNATURES**

19.1 The Sponsor's signature below signifies that the Sponsor has read, understands and agrees to be bound by all the terms and conditions of this contract. Also, by signing below, the Sponsor acknowledges that if the Sponsor has deemed it necessary or desirable, that the Sponsor has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of Contract on behalf of the Sponsor.

**Signature:**

**Name:**

**Job Title:**

**Sponsor Company Name:**