Sponsorship agreement: sports person or other individual

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Date: [date]

Parties:

[Name of person sponsored] of [address of person sponsored] (the "Sponsored Party")

#### AND

[name of sponsor] of [address of sponsor] (the "Sponsor")

It is now agreed as follows:

## 1. Definitions

In this agreement, the following words shall have the following meanings,			
"Affiliated"	means affiliated to or organised by [British Eventing, the governing •••••••••••••••••••••••••••••••••••		
"Event"	means a three part competition as is understood [in ■		
"Fee"	means the price for the Sponsorship agreement.		
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights,		
"Sponsored Goods"	means any goods which the Sponsor may decide ■ ■		
"Sponsored Services"	means any services which the Sponsor may decide ■		

3.

# 2. Interpretation

In this	s agreement, unless the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :
2.1.	A reference to a person is a reference to one or more individuals, whether or not formally in partnership, or • • • • • • • • • • • • • • • • • •
2.2.	Any agreement by any party not to do or omit to do something includes an obligation not to allow some
2.3.	[Except where stated otherwise,] any obligation of any person arising from this agreement may be performed by any other person except = = = = = = = = = = = = = = = = = = =
2.4.	The headings to the paragraphs and schedules (if any) to ■ ■ ■ ■ ■ ■
2.5.	All money sums mentioned in this agreement are calculated net of VAT, which
Rela	ationship of parties
3.1.	Nothing in this agreement shall create a partnership or agency [or the relationship of employer and employee], or other relationship between any of the
3.2.	Neither party shall have, nor represent that they have, any authority to
OR	
3.3.	[Sponsored Party/ Sponsor] enters into this agreement as agent for the other party and warrants that [

4. Entire agreement
---------------------

	4.1.	•	reement contains the entire agreement between the parties and edes all
	4.2.		arty acknowledges that, in entering into this agreement, they do on any representation, warranty, information
5.	Grar	nt of s	ponsorship rights
	5.1.	-	ored Party now warrants that the rights and licences granted by reement will ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	5.2.	•	ored Party now grants to the Sponsor the [exclusive] rights and s set out in this agreement for the Term and for   .
	5.3.	[industr	hts and licences granted by this agreement extend only to the y sectors / product ranges] [ = = = = = = = = = = = = = = = = = =
6.	Spo	nsors	hip Fee and payment
	6.1.		ment for the rights and licences granted by this agreement, the or will make ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
		6.1.1	£[amount] [on signing this agreement];
		6.1.2	£[amount] by [date];
		6.1.3	£[amount] by [date];
	6.2.	All sum	s due under this agreement:
		6.2.1	shall be made in full, without any set-off or counter claim and without deduction of or withholding for ■ ■ ■ ■ ■ ■ ■ ■ ■

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		6.2.2	shall be made by the due date, failing which Sponsored Party may charge the Sponsor interest on late payments on a daily basis at a rate equivalent to [5]% ••••••••••••••••••••••••••••••••••••
		6.2.3	shall be paid in pounds Sterling by cheque made payable to ['
		OR	
		6.2.4	[specify method of payment and due date]
	6.3.	payme	applicable law requires any tax or charge to be deducted before nt, the amount due under this agreement shall be increased so a payment made will equal the
	6.4.	•	m due under this agreement not expressed in Sterling shall be ted into Sterling at the official rate of exchange in London at ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	6.5.		credit has been agreed in writing between • • • • • • • • • • • • • • • • • •
	6.6.	No righ	nt of set off shall arise.
7.	Spo	nsors	hip rights granted
	In cor	nsiderati	on for the payment by the
	7.1.	to be d ■■.	esignated <b>■ ■ ■ ■ ■ ■ ■ " ■ ■ ■ ■ ■ ■ " ■ ■ ■ ■ </b>
	7.2.		the name of [Sponsored Party and
	7.3.	to adve	ertise or • • • • • • • [ • • • • / • • • • ] • • • • • • :
		7.3.1	on Sponsored Party's web site

	7.3.3	on clothing work by Sponsored Party;	
	7.3.4	on clothing worn by Sponsored Party staff;	
	7.3.5	on rugs • • • • • • • • • • • • • • • • • • •	
	7.3.6	[other advertising and promotion]	
Pro	motio	on of Sponsored Goods / Services	
8.1.	■ ■ [ ■	dition to payment of the Fee, the Sponsor will ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	•]
8.2.	Owner	rship of the Sponsorship Goods shall remain at all ■ ■ ■ ■	••
Obl		ons of Sponsor	
	igatio	ons of Sponsor r now acknowledges and undertakes to:	•••
	<b>igatio</b> l	·	••
The S	<b>igatio</b> l	r now acknowledges and undertakes to:	•••
The \$	<b>igatio</b> Sponsor provide	r now acknowledges and undertakes to:	
The 9.1.	igation Sponsor provide provide / • • • •	r now acknowledges and undertakes to:  de the Sponsorship Goods listed in Schedule 2;  de not less than [number] sets • • • • [ • • • • / • • • • / • •	• • •
The \$ 9.1.  OR  9.2.	provide provide in • • • •	r now acknowledges and undertakes to:  de the Sponsorship Goods listed in Schedule 2;  de not less than [number] sets = = = [ = = = / = = = / = = = / = = = .	uire:

7.3.2 text on sides and back of horse lorry;

8.

9.

### 10. Obligations of Sponsored Party

Sponsored Party undertakes to: 10.1. promote the business of the Sponsor .................................... ............ 10.2. at each competition in which she takes part, 10.3. use the best endeavours to obtain [125 seats] for ■ ■ ■ ■ ■ ■ ■ ■ ■ 10.4. wear the Sponsorship [Goods / • • • • / • • • / • • • • . • • • ] • .................................... 10.6. work with the Sponsor for no more than [60] hours in any year ■ ■ ■ 10.7. assist the Sponsor in 10.8. use the Sponsorship Goods on ................................... 10.9. comply with the requirements of  $\blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare \blacksquare];$ ................. 10.12. At the expense of the Sponsor, and in respect only ■ ■ ■ ■ ■ ■ ■ ■ ............ ...........

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	10.13	. comply with the requirements of the Sponsor's Product
11.	Join	nt obligations
	Each	of the parties agrees and undertakes to:
	11.1.	co-operate fully and in good time with
	11.2.	not make a press announcement in respect of this ••••••••••••••••••••••••••••••••••••
	11.3.	not do anything
12.	Inte	llectual Property
	12.1.	The Sponsor owns all
	12.2.	Sponsored Party shall not claim nor register any intellectual property right in
	12.3.	Sponsored Party agrees to use best endeavours to notify all persons who
	12.4.	All Confidential Information and other manufacturing or sales data, supplied by the Sponsor
	12.5.	Sponsored Party now agrees to:

		12.5.1	on the expiry or termination of this • • • • , • • • • • • • • • • • • • •
		12.5.2	not use [the = = = = = ] = = = = = = = = = = = = =
		12.5.3	not use the ••••••••••••••••••••••••••••••••••
13.	Data	a Prote	ection Act 2018 Compliance
	13.1.	data of	a customer or client located in the United
		••••	2018.
	13.2.	Those	obligations shall continue
14.	Inde	mnity	,
	Spons	sored Pa	arty agrees to indemnify the Sponsor against • • • • • • • , • • • • • • • • • • •
	14.1.	act, ne	glect = = = = = = = = = = = = = = = = = = =
	14.2.	failure	to comply with <b>= = = = = = = = = =</b> ;
15.	Afte	r term	ination
	After t	this agre	ement terminates:
	15.1.		nces granted directly and indirectly by this agreement terminate

		;
	15.2.	the Sponsor
	15.3.	each party shall give back to the •••••••••••••••••••••••••••••••••••
	15.4.	rights, liabilities • • • • • • • • • • • • • • • • • • •
16.	Unc	ontrollable events
		er party shall be liable for any failure or delay ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
17.	Misc	cellaneous matters
	17.1.	The schedules, if any,
	17.2.	No amendment or variation to this agreement ••••••••••••••••••••••••••••••••••••
	17.3.	The parties acknowledge and agree that this agreement • • • • • • • • • • • • • • • • • • •
	17.4.	So far as any time, ••••••••••••••••••••••••••••••••••••
	17.5.	If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated

17.6.	No failure or delay by any party to exercise any right,
17.7.	Any communication to be served on either of the parties
	It shall be deemed to have been delivered, if by hand then on the day of delivery, if sent by
	72
	24
17.8.	In the event of a dispute between the parties to this agreement, ■ ■ ■
17.9.	In the event of any conflict between any term of this agreement and the
17.10	. Each party shall bear their own legal ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
17 11	■■■■■■■■■■■■■■■.  The validity, construction and performance of ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
17.11	The validity, construction and performance of a a a a a a a a a a a a a a a a a a

**Signed by** a duly authorised representative of Sponsored Party

Signed by a duly authorised representative of the Sponsor

# Schedule 1: [Industry sectors / product ranges] [and countries]

<b>Schedule 2: Sponsorship Goods</b>	Schedule	2: S	ponsors	hip	Goods
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[Enter = = = , = = = = = = = = = = = ]

# **Schedule 3: Data Protection Act 2018 Compliance**

# 1. Definitions

In this Schedule, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
"Act"	means the Data Protection Act 2018.
"Associate"	
"ICO"	means the Information Commissioner's Office.
"Data Protection Legislation"	means all or any of: (a) the UK GDPR, (b) the Act, (c) regulations made under the Act (
"the UK GDPR"	27 2016 / 679 2016 / 679 2016 / 679 2016 2016 2016 2016 2016 2018 2018 2018 2018 2018 2018 2018 2018
"the EU GDPR"	<b></b> ( <b></b> ) 2016 / 679 <b></b>

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"Law Enforcement Directive"		27 • • • 2016	16
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Data Protection	••••		
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	3.1.								• • •						• •	
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	3.2.								• • •		:	• • •		•	• • 1	
	3.3.						• • •						••	•	- <b>=</b>	-
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	3.5.															
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	3.7.1	 			• • •				 	• • •	 • •
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	3.7.2	 							 		 
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	3.7.4	• • • •									
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3.8.		 							 		 _
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3.8.1 the pseudonymisation and encryption of personal data;

	3.8.2	 				•	
	3.8.3	 					
3.9.		 					
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	3.9.1	 					-
	3.9.2	 					
	3.9.3				•••••		•••
	3.9.4						
3.10.		 	••••		,		•••
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3.11.	••••			■ ■ ( ■ ■ :			
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		 • • • • •	••••	• • • • •			•••

	3.12.	provide reasonable assistance to each other in:
		3.12.1
		3.12.2
		3.12.3
		.,,,
		3.12.4
		;
		3.12.5
	3.13.	
		••••••••••••
4.	Post	termination
	4.1.	
		4.1.1
		••••;
		4.1.2
		4.1.3
		, ;

4.1.4

4.2.

## 5. Warranty and acceptance of liability

5.1.

5.2.

# Appendix 1 to Schedule 3

#### **Data Processing Activities**

What either party may process in each category

1.	•	••••	••••	••••		• • • •	• • •		• •	 	 	•		• •	•	• •	• •	•
	1.1.	Name																
	1.2.	Address	5															
	1.3.	Email a	ddress															
	1.4.	Telepho	ne num	ber														
	1.5.						■ ■ , ■		••	 	 	•	• •	• •	•		-	
	1.6.	::::																
	1.7.	[===			•••				••	 	 	]						
2.	Proce	essing the	data of	f these	data	subje	cts											
3.			••••					• • •		 		• •				• •	• •	•
J.							•					•		•	•		•	•
	3.1.																	
	3.2.		••••									••	• •	•	• •	• •	• •	•
4.	Reter	ntion perio	od															
	4.1.		 - , :															
		4.1.1.	for acc	countin	g and	taxati	on pu	rpos	es;									
		4.1.2.		;	•••	•••	•••			 ••	 •	•	• •	••	•		• •	-
		4.1.3.						• • •		 • •	 	•		• •	•			•

4.2.

# **Explanatory notes:**

Sponsorship agreement: sports person or other individual

## **General notes**

information.

1.	Sponsorship is an area where every deal is different from every other. However, if we were to provide only a very loose framework, it may not immediately have been apparent to you what should be changed. We have therefore chosen to base the template on a particular sport - in this case an equestrian sport. But that is not relevant to the use you want. The rights in this
	,
2.	There are provisions in a couple of places for the agreement to be made between a UK party and either or both of the sponsor and event to take place in <b>— — — — — — — — — — — — — — — — — — —</b>
3.	If sponsored party and the sponsor have not worked together before, we advise that the sponsor should be very precise as to what the sponsor wants out of the deal. It is all too easy to assume that the nice guy the sponsor is dealing with has the power and time to micro-
	••••••
4.	Recognition of our copyright in this document
	We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net
	Once you have edited the document for final use, you may remove the   I I I I I I I I I I I I I I I I I I
5.	Document review service
	If you would like our legal team to check your edited version, we ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Please contact our support team at <a href="mailto:support@netlawman.co.uk">support@netlawman.co.uk</a> for further

## Paragraph specific notes

Notes following the numbering of the document

You should first decide on the contents of the document, then	return to ch	neck

what definitions are needed and whether they really

......................

We have provided a suggestion for the term of the agreement. That is really a commercial matter. Do you want your deal to run from a date far in advance of the actual event or

#### 2. Interpretation

**Definitions** 

1.

#### 3. Relationship of parties

This is a simple statement for the avoidance of doubt. Of course other documents may indeed create the relationships mentioned. For example, most directors will be employees. It is important however, that this document does not accidentally create other relationships. On the other hand, whilst it is important that this document is

#### 4. Entire agreement

This paragraph prevents a party from later relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed here,

#### 5. Grant of sponsorship rights

We have no comment.

#### 6. Sponsorship Fee and payment

#### 7. Sponsorship rights granted

	This is the commercial centre of the agreement. Only you can decide what elements make up your contract. This   I I I I I I I I I I I I I I I I I I
8.	Promotion of sponsored Goods / Services
	The paragraph covers the possibility of the Sponsorship including provision of clothing, goods, food, or any other product
9.	Obligations of Sponsor
	We have no comment. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
10.	Obligations of Sponsored Party
	This paragraph provides you with a menu of the sort of items you might ■ ■ ■
11.	Joint obligations
	These items are difficult to enforce or even to specify precisely. However, the
12.	Intellectual Property
	We have no comment
13.	Data Protection Act 2018 Compliance
	Self explanatory provisions.
	The Data Protection Act 2018 applies to all personal data which passes through your organisation or that of your sponsor in any way. The law refers to "processing". In plain English that means you do something positive with that data.
	The scope includes data about any "INDIVIDUAL" who is living in ■ ■ ■ ■ ■
	,

A data controller decides the purposes for which, and now personal data
Because sponsorship arrangement involves the probability that personal data will flow between you and your sponsor for one reason or another, we
••••••
Where you are the processor,
You should identify whether your business is a "data controller" or a " = = = = = = = = = = = = = = = = = =
It is important that
The full requirements can be found at: <a href="https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/contracts/">https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/contracts/</a>
Please note that we see sees sees sees sees sees sees s
The Appendix is for you to edit. We have entered
,
We suggest
Indemnity
This is essential protection for the sponsor. The sponsor has

14.

15.	After termination
	We have no comment.
16.	Uncontrollable events
	Life in the fast lane is ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
17.	Miscellaneous matters
	A number of points
Sche	dule 1 [ = = = = = = / = = = = = ] [ = = = = = = ]
	This is more precise information
Sched	dule 2 Sponsorship Goods
	Delete if not required
Sche	dule 3 Data Protection Act 2018 Compliance
	Self explanatory

**End of notes**