**Edinburgh Napier Students’ Association**

**Sports Club/Society Sponsorship Agreement**

|  |  |
| --- | --- |
| **Sports Club/Society Name:**(“The Recipient”) |  |
|  |  |
| **Sponsor Name:**(“The Sponsor”) |  |
| **Sponsor Address:** |  |
| **Sponsor Email:***(for invoices)* |  |
|  |  |
| **Agreement Date:** |  |

This Sponsorship Agreement (“Agreement”) is made and entered into as of the **Agreement Date** stated above,by and between:

1. **Edinburgh Napier Students’ Association (ENSA),** on behalf of the Sports Club/Society stated above, and;
2. **The Sponsor**, as detailed above.

As part of this agreement, The Sponsor has agreed to provide financial/material support to the Recipient, subject to the terms and conditions laid out in this agreement.

**Sponsorship Period**

This agreement shall be deemed to have commenced on Agreement Date, stated above,and shall continue until the following **1st June** (“the Sponsorship Period”).

**What the Sponsor will provide:**

|  |  |  |
| --- | --- | --- |
| **Item/Amount** | **Conditions** | **Date to be paid/provided** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**What the Sports Club/Society will do or provide:**

|  |  |  |
| --- | --- | --- |
| **Service/Activities/****Requirements** | **Conditions** | **Date/Timeframe** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

In **WITNESS WHEREOF** this **AGREEMENT** has been made on the date set out below and signed in duplicate.

**SPONSOR**

*Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Date of signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*for and on behalf of* ***the Sponsor***

**SPORTS CLUB/SOCIETY**

*Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Date of signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*for and on behalf of* ***the Sports Club/Society***

**ENSA**

*Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Date of signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*for and on behalf of* ***Edinburgh Napier Students Association***

**Terms and Conditions**

**Sports Clubs/Societies constituted under ENSA**

This agreement shall only be valid if ratified by an authorised staff member of ENSA.

All payments must be made, on receipt of an invoice from ENSA, by bank transfer to:

Napier Club Account

Royal Bank of Scotland

Sort Code: 83-18-25

Account Number: 00217939

Any payments made directly to the Sports Club/Society Office Holders or Members by any method, including gifts or ‘in kind’ payments, shall deemed a breach of this agreement and may constitute a breach of Scottish Charity Law, which may lead to prosecution.

**Recipient’s rights**

Nothing in this Agreement shall exclude or restrict the rights of the Sports Club/Society’s members to freely attend any other venues or events.

The Recipient has the right to ensure that all members can access and utilise any events, services or benefits provided by the Sponsor.

The Recipient reserves the right to access all relevant raw data used by the Sponsor to measure attendance, performance, spend or any other metric set as a condition of sponsorship.

The Recipient agrees that in the event that Government legislation or circumstances out with the Promoter’s control result in an inability to trade, closure or restrictions limiting capacity, that no payment will be made until restrictions have been lifted and regular trading has commenced.

**Sponsor’s rights**

The Sponsor reserves the right to charge additional costs, such as an entry fee to events or other material costs, for Sports Club/Society members. The Sponsor reserves the right change this amount from time to time upon giving 30 days’ written notice to the Recipient.

The Sponsor reserves the right to deny access for specific Sports Club/Society members to any events, facilities, or services, on the grounds that said members are unfit to take part or due to serious breaches of acceptable standards of behaviour.

**Termination**

This Agreement may be terminated:

* at any time, and for whatever reason, on giving the other Party three (3) months’ prior written notice;
* if either party shall fail to observe or perform any of the obligations or conditions and fails to remedy any such breach within thirty (30) days of receiving notice in writing from the other party;
* if the Sponsor provides notice of a change in additional costs to which the Recipient does not agree;
* immediately, by giving notice in writing, to the other if either party shall pass a resolution for winding up, dissolution, becomes or is declared insolvent or bankrupt;
* if there is a change in the ownership or control of the other party.

Termination of this Agreement shall not incur any monetary penalty and shall not affect any accrued sponsorship payments up to the date of termination.

**Data Protection**

Both parties must comply with all Data Protection Legislation in relation to any personal data controlled, processed or stored by them. The Sports Club/Society is not permitted to share any personal data, relating to any ENSA members, with the Sponsor.

**Intellectual Property and Trademarks**

Each Party grants its permission for the other Party to use its name in any Promotional Material, subject to approval in writing.

All Intellectual Property in documentation or materials produced or supplied by the Recipient or ENSA shall remain the property of ENSA and may only be used with written confirmation by an authorised staff member of ENSA.

All Intellectual Property in documentation or materials produced or supplied by the Sponsor shall remain the property of the Sponsor as appropriate, unless otherwise agreed.

Neither Party may use such marks or any business names, styles or logo of any affiliated third party, without the prior written consent of said third party.

**Liability and Indemnity**

Nothing in this Agreement shall exclude or restrict either party’s liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment.

Under no circumstances shall the Recipient be liable for any costs, damages, claims, actual or alleged indirect loss or consequential loss howsoever arising suffered by the Sponsor, including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

Neither party shall be liable to the other under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result of breach or non-performance of this Agreement due to a Force Majeure Event, including but not limited to war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war or strife, rebellion, strikes, lockout or other industrial disputes or actions, acts of God, acts of Government or prevailing authorities.

The Recipient’s maximum aggregate liability, including any liability for any negligent act or omission, shall be limited to a sum equal to the total amount of Sponsorship received by the Recipient, as at the date of such act or omission.

**No Assignment**

Neither party shall assign, sub-licence, sub-contract, delegate, share or part with any of its rights or obligations under this Agreement to any third party without the prior written consent of the other.

**Alterations and Amendments**

Any alterations, modifications, amendments or additions to the Agreement must be in writing and signed by all parties, with the same formalities as this Agreement.

**Entire Agreement**

This Agreement represents the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.