

# Personal Finance Society Event Sponsorship Terms and Conditions

Any Personal Finance Society Event Sponsorship agreement is subject to these terms and conditions.

## 1 INTERPRETATION

- 1.1 Any reference to 'Agreement' in these terms and conditions refers to both the Personal Finance Society Event Sponsorship agreement and these terms and conditions collectively.
- 1.2 Please read these terms and conditions carefully as they affect your legal rights and, alongside the relevant Personal Finance Society agreement, set out the terms and conditions on which we, the Personal Finance Society ("us", "we", "PFS", "The Personal Finance Society"), will contract with a Sponsor ("you", "your", "Sponsor") for sponsorship of any PFS event.
- 1.3 Your acceptance of the Agreement, whether in writing or by conduct, signifies agreement with, and acceptance of, these terms and conditions in their entirety.
- 1.4 The words contained in these terms and conditions will have the same definition and/or interpretation as those contained in the Agreement.

## 2. ANTI-BRIBERY

- 2.1 Each party agrees that it shall:
  - 2.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
  - 2.1.2 maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
  - 2.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this agreement; and
  - 2.1.4 promptly report to the other party any financial or other advantage of any kind being received, offered, promised or given to any persons.
- 2.2 For the purpose of this clause 2, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) and section 8 of that Act respectively. For the purposes of this clause 27, a person associated with a party includes but is not limited to any subcontractor of that party.
- 2.3 Breach of this clause 2 shall be deemed a material breach under the Agreement.

## 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Organiser and the Sponsor acknowledge as follows:

- 3.1.1 all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor. The Organiser shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them;
- 3.1.2 all rights in the Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser. The Sponsor shall not acquire any rights in the Organiser's Marks, including any developments or variations of them;
- 3.2 All Intellectual Property Rights in and to any materials produced for the Activities, by or on behalf of the Organiser or jointly by the Organiser and the Sponsor, shall, with the exception of the Sponsor's Marks, be the sole and exclusive property of the Organiser and if the Sponsor acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to the Organiser on request, whenever that request is made.
- 3.3 The Sponsor grants the Organiser an irrevocable, royalty free licence to use the Sponsor's Mark, during the Term of the Agreement, only for the purposes of fulfilling the Objective.
- 3.4 The Organiser shall make reasonable endeavours to only use the Sponsor's Mark for the purposes of fulfilling the Objective.
- 3.5 The Sponsor may require the Organiser to cease to use the Sponsor Mark at any time by providing written notice.

#### **4 FORCE MAJEURE**

- 4.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
  - 4.1.1 acts of God, flood, drought, earthquake or other natural disaster;
  - 4.1.2 epidemic or pandemic;
  - 4.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - 4.1.4 nuclear, chemical or biological contamination or sonic boom;
  - 4.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, and;
  - 4.1.6 collapse of buildings, fire, explosion or accident.
- 4.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 4.3 This Clause 4 does not apply to strikes, lock-outs or other industrial dispute or to malicious damage involving the employees of the affected party.

## 5 CONFIDENTIALITY

5.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its **Representatives**) to the other party and that party's Representatives whether before or after the date of the Agreement in connection with:

5.1.1 the existence and terms of the Agreement;

5.1.2 any information disclosed by one party to the other which is marked as or has been otherwise indicated to be confidential;

5.1.3 any information which derives value to a party for being confidential;

5.1.4 any information that would be regarded as confidential by a reasonable business person; and/or

5.1.5 any information developed by the parties in the course of carrying out the Agreement.

5.2 The provisions of this clause shall not apply to any Confidential Information that:

5.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

5.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

5.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; and/or

5.2.4 the parties agree in writing is not confidential or may be disclosed.

5.3 Each party shall keep the other party's Confidential Information confidential and shall not:

5.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under the Agreement (**Permitted Purpose**); or

5.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause or as may be required by law, court order or any governmental or regulatory authority.

## 6 THIRD PARTY RIGHTS

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

## 7 VARIATION

7.1 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **8 ASSIGNMENT AND OTHER DEALINGS**

- 8.1 The Organiser shall not assign or attempt to assign in whole or in part the benefit of the Agreement without the prior written consent of the Sponsor.
- 8.2 The Sponsor may assign in whole or in part the benefit and/or burden of this Agreement, which shall inure to the benefit of the successors in title and assigns of the Sponsor.

## **9 WAIVER**

- 9.1 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **10 RIGHTS AND REMEDIES**

- 10.1 The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **11 SEVERANCE**

- 11.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

## **12 ENTIRE AGREEMENT**

- 12.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, contract, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

## **13 NOTICES**

- 13.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid recorded delivery at its registered office.
- 13.2 Any notice shall be deemed to have been received:

- 13.2.1 if delivered by hand, on signature of a delivery receipt;
- 13.2.2 if sent by pre-paid recorded delivery, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **14 GOVERNING LAW**

- 14.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **15 JURISDICTION**

- 15.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims)