

## **ABTA SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

Each a “Party” and together the “Parties”.

### **BACKGROUND**

ABTA intends to host an event. The Sponsor wishes to acquire, and ABTA wishes to grant to the Sponsor, a Sponsorship Package, details set out in Schedule 1, for the Event on the terms and conditions set out in this Agreement.

### **1. TERM**

- 1.1 This Agreement shall take effect from the date of signing this Agreement and shall continue until the Event has taken place or until such time as it is terminated in accordance with Clause 7 (whichever is earlier).

### **2. THE SPONSOR’S OBLIGATIONS**

- 2.1 The Sponsor undertakes:

- (a) To exercise the rights included in the Sponsorship Package strictly in accordance with the terms of this Agreement.
- (b) To comply with the requirements of all public authorities and the owners of the venue;
- (c) Not to cause or permit to be caused any damage to the venue or any part thereof or to any fixtures or fittings and that any such damage caused by the Sponsor or its representatives will be reported to ABTA and the venue’s owners so that the damage can be made good by the venue owner and at the Sponsor’s expense. For the avoidance of doubt the Sponsor may not affix anything to the walls, floors, doors, pillars or ceilings or other parts of the venue by the use of nails, screws, adhesives or other such means and shall be liable to the venue for any charge based on the value to the venue or any subsequent loss of business or trade or any other commercial activity offered by the venue, as a result of such damage;
- (d) To grant ABTA a non-exclusive, royalty free licence to use the Sponsor’s logos and/or trademarks in order for ABTA to perform its obligations contained in the Sponsorship Package.

### **3. ABTA’S RIGHTS AND OBLIGATIONS**

- 3.1 ABTA shall provide the Sponsor with the Sponsorship Package set out in Schedule 1 and notify the Sponsor as soon as possible of any changes to the Sponsor Package and where possible to agree alternatives.
- 3.2 ABTA reserves the right to change the date/location of the Event, if deemed necessary. In such circumstances, ABTA will work with the Sponsor to agree an alternative date/location. If an alternative date/location cannot be found/agreed, a refund will be issued for all, or affected parts, of the Sponsorship Package. The Sponsor shall have no claim against ABTA for compensation or damages.

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### 4. PAYMENT

- 4.1 In consideration of ABTA providing the Sponsorship Package, the Sponsor agrees to pay to ABTA the Sponsorship Fee plus VAT within 30 days of the date of ABTA's invoice or before the event, whichever date is earlier.
- 4.2 In the event that any sums due to ABTA are not paid by the Sponsor on the due date, ABTA reserves the right to charge interest on such sums, such interest to be charged at an annual rate of 4% above the base rate from time to time of Lloyds Bank PLC and such interest will accrue on a daily basis from the date on which payment became overdue up to the date on which ABTA receives the full outstanding amount together with accrued interest.

### 5. INTELLECTUAL PROPERTY

- 5.1 The Sponsor hereby grants ABTA for the term of this Agreement a non-exclusive, revocable, non-transferable licence to use the Sponsor's logos and/or trademarks in order for ABTA to perform its obligations contained in this Agreement.
- 5.2 The Sponsor shall not use or acquire any rights in the Event name and logo, or the logo or trademarks of ABTA as part of any corporate business or trading name or style of the Sponsor, save with ABTA's express permission.
- 5.3 All intellectual property rights in and to any materials produced for the Event by or on behalf of ABTA, with the exception of the Sponsor's logos and trademarks, shall be the sole and exclusive property of ABTA and shall not be used by the Sponsor.

### 6. LIABILITY, FORCE MAJEURE AND COVID-19 EVENTS

- 6.1 For the purpose of this clause 6:

**"COVID-19 Event"** means any event, matter or circumstance arising as the result of an outbreak of the COVID-19 virus (including any derivative, mutation or variant thereof arising or emerging at any time) which gives rise, or might reasonably be expected to give rise, to the delay, postponement, abandonment or disruption of the supply or performance of the services or otherwise adversely affects or might reasonably be expected adversely to affect a Party, including without limitation any adverse impact on a Party's ability to perform its obligations under this agreement in accordance with its terms and the law, any governmental or similar restrictions or guidance prohibiting or restricting live events or gatherings, restrictions or guidance prohibiting or restricting use of public transport or the unavailability of public transport generally (including where such activities are permitted subject to safety measures such as social distancing, mandatory face masks or subsequent quarantine); and

**"Force Majeure Event"** means any circumstance not within a Party's reasonable control including, without limitation, (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) 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; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to

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grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; and (i) interruption or failure of utility service;

- (a) Subject to the affected Party providing written notice to the other of its being affected by a Force Majeure Event or COVID-19 Event, the affected Party shall not be liable to the other as a result of any delay or failure to perform its obligations under this Agreement as a result of any Force Majeure Event or COVID-19 Event that is on-going for more than fourteen days;
- (b) If a Force Majeure Event or COVID-19 Event prevents or is likely to prevent either Party, or substantially hinders or is likely to substantially hinder a Party, from performing its obligations under this agreement for a continuous period of more than fourteen days, either Party may terminate this agreement by giving written notice to the other.

- 6.2 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 its employees or for fraud or fraudulent misrepresentation.
- 6.3 In no circumstances, including Force Majeure Event or COVID-19 Event, will ABTA be liable to the Sponsor for any of the following, whether in contract, tort (including negligence) or otherwise: any indirect or consequential losses, loss of revenue or anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, loss of profits or anticipated profits; or loss of wasted expenditure.
- 6.4 ABTA's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of ABTA's obligations under this Agreement, shall be limited to a sum equal to the amount of the Sponsorship Fee received by ABTA from the Sponsor.

## **7. TERMINATION, CANCELLATION AND POSTPONEMENT**

- 7.1 The Sponsorship Fee, is non-refundable, save as provided for in this Agreement.
- 7.2 Either Party may terminate this Agreement with immediate effect if the other Party commits a material breach of this Agreement and (if that breach is remediable) fails to remedy that breach to the satisfaction of the other Party within 14 days of being notified to do so.
- 7.3 ABTA may terminate this Agreement with immediate effect if the Sponsor is unable to pay its debts or takes any steps or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
- 7.4 If the Event is cancelled by ABTA for any reason excluding Force Majeure Event or COVID-19 Event, ABTA shall refund the Sponsorship Fee in full.
- 7.5 ABTA reserves the right to postpone the date of the Event for any reason including Force Majeure Event or COVID-19 Event. If the postponement is due to Force Majeure or COVID-19, the Sponsorship Fee shall continue to be paid to ABTA and shall be credited towards the rescheduled date of the Event.
- 7.6 In the event of the termination of this Agreement at any time and for any reason any monies due from the Sponsor to ABTA, will continue to be due and owing until satisfied in full, save as otherwise provided in this Agreement.

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7.7 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

### 8. DELEGATES

8.1 The Sponsorship Package specifies the maximum number of delegates entitled to participate in the Event (if applicable). Any extra attendees on the day will be charged at the normal delegate rate.

### 9. CONFIDENTIALITY

9.1 Each Party agrees that for the term of this Agreement it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party. Each Party may disclose the other Party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause.
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.2 Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

### 10. DATA PROTECTION

10.1 In this clause the following definitions apply:

- (a) **Agreed Purposes:** means the agreed purposes to enable the Parties to fulfil their respective obligations under the terms of this Agreement and all connected activities relating to the Event and the Sponsorship Package as detailed on the Sponsorship Booking Form;
- (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** have the same meaning as set out in the Data Protection Legislation in force at the time;
- (c) **Data Protection Legislation:** means all applicable data protection legislation and privacy legislation in force from time to time in the UK including without limitation the Data Protection Act 2018, the UK GDPR or the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);
- (d) **Permitted Recipients:** means the Parties to this Agreement, the employees or agents of each Party and any third parties engaged to perform obligations in connection with this Agreement;
- (e) **Shared Personal Data:** means the personal data to be shared between the Parties under clause 10.2 of this Agreement to enable the Parties to fulfil their obligations under the terms of this Agreement.

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- 10.2 Shared Personal Data. Each Party as data controller acknowledges that one Party (the Data Discloser) will disclose to the other Party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 10.3 Effect of non-compliance with Data Protection Legislation. Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation and, not by any act or omission, put the other Party in breach of them in connection with this Agreement. Any material breach of the Data Protection Legislation by one Party shall, if not remedied within 14 days of written notice from the other Party, give grounds to the other Party to terminate this Agreement with immediate effect.
- 10.4 Particular obligations relating to data sharing. Each Party shall:
- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
  - (b) give full information of the nature of such processing to any data subject whose personal data may be processed under this Agreement. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
  - (c) process the Shared Personal Data only for the Agreed Purposes and shall not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes;
  - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
  - (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data.
  - (g) not transfer any Shared Personal Data received from the Data Discloser to outside the UK unless the transferor:
    - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
    - (ii) ensures that (a) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; or (b) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (c) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
    - (iii) As the United Kingdom has left the European Union all references in clauses (i) and (ii) above to articles in the GDPR will be substituted with equivalent provisions in other Data Protection Legislation.

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10.5 Mutual assistance. Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:

- (a) consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly (and at the latest within 7 days of receipt) inform the other Party about the receipt of any data subject access request;
- (c) provide the other Party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other Party wherever possible;
- (e) assist the other Party, at the cost of the other Party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation, and provide assistance in relation to managing/dealing with the breach;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 10; and
- (j) provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the training of relevant staff, the procedures to be followed in the event of a data security breach and the regular review of the Parties' compliance with the Data Protection Legislation.

10.6 Indemnity. Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying Party, its employees or agents, provided that the indemnified Party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## **11. ANTI -BRIBERY**

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- 11.1 Each Party agrees that it shall 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.

### **12. ANTI-SLAVERY**

- 12.1 Each Party agrees that it shall comply with all applicable laws, statutes, regulations and codes relating to anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015.

### **13. SEVERANCE**

- 13.1 If any provision of this Agreement is found by any competent authority to be invalid, unenforceable or unreasonable the remainder shall not be affected.

### **14. THIRD PARTY RIGHTS**

- 14.1 This Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it except that a person who is a permitted successor to or assignee of the rights of the Party to this Agreement is deemed to be a party to this Agreement.

### **15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement is subject to the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### **16. ENTIRE AGREEMENT**

- 16.1 This Agreement including the Schedules constitutes the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly contained in this Agreement and its Schedule and no change may be made to it except in writing signed by duly authorised representatives of both Parties.