



HEEL AND TOE

Sponsorship Agreement – [Color Obstacle Rush 2022]

WARNING – this contract creates legal relations and requires the Participant to pay a minimum Sponsorship Sum of £149.00 to the Charity, regardless of whether the Participant manages to raise or collect that sum in sponsorship or donations. That sum must be paid by Friday 8th July 2022

BACKGROUND

- (A) The Charity has a limited number of entries for the Event and is reliant on those who enter the Event raising a minimum sum by way of sponsorship.
- (B) The Participant and the Charity in acknowledgment of this, agree to the Charity providing the Participant with entry to the Event on the terms and conditions set out in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Event: Color Obstacle Rush 2022

Organiser: Funrun Events UK LTD

Participant: You/Your

Sponsorship Sum: the sum of £149.00

You/Your: the Participant referred to above

2. Registration and Participation

2.1 You agree to complete such application form as the Charity shall require in order to apply to for entry to the Event, together with such other application form or documentation as the Organiser shall require.

2.2 By applying for entry to the Event You confirm and agree that:

- a. You will inform the Charity in writing immediately, should You not be able to take part in the Event.
- b. You are aware that the Event is likely to be physically demanding and that You consider that You are physically capable of taking part.
- c. You take part in the Event at Your own risk and the Charity are not responsible for any injury / illness that may arise.
- d. The Charity are not the Organiser of the Event.
- e. You must abide by any rules or regulations of the Organiser and should take note of any guidelines provide by the Organiser.
- f. The Charity may take and thereafter publicise or use promotional photographs of the Event which may include Your image.
- g. Personal information that the Charity hold about You may be provided to the Organiser who may use it for Event organisation and/or other reasons associated with the Event.

3. Sponsorship / Donation

3.1 In consideration of the Charity providing You with one of their entries, You agree to pay a minimum of the Sponsorship Sum.

3.2 The Sponsorship Sum and any sums in excess of this may be raised by sponsorship and or donations on behalf of the Charity.

- 3.3 Any sums raised on behalf of the Charity must be paid to the Charity without deductions.
- 3.4 All sums due under this agreement must be paid to the Charity by no later than Friday 8th July 2022.

4. Further Obligations

- 4.1 You undertake to:
- (a) Only raise money for the Charity in relation to the Event (and not for any other charity/individual/entity/organisation;
 - (b) Only use the sponsorship form of the Charity (which is to be provided by the Charity);
 - (c) Ensure that You advise all sponsors and/or donors that the sums raised, paid or pledged are unconditional and non-refundable regardless of Your participation in the Event or whether the Event proceeds, such sums being considered a donation should You not participate or if the Event is cancelled.

5. Indemnities

- 5.1 You agree to indemnify in full the Charity against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Charity arising out of or in connection with any breach by You of this agreement, not limited to but specifically to include legal action taken for payment of the Sponsorship Sum and any additional sums raised in connection with the Event

6. Limitation of liability

- 6.1 Nothing in this agreement shall limit or exclude a party's liability:
- (a) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) for fraud or fraudulent misrepresentation;
- 6.2 Subject to clause 6.1, the Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this agreement shall be limited to the registration fee at clause 2.2.

7. Event cancellation

- 7.1 If the Event is cancelled the Charity is not liable to You in any way.

8. Data protection

- 8.1 The Charity will be the data controller of any information that You provide and the Organiser will also be the data controller for any information that the Charity pass on to them. The Charity will process Your information in accordance with the Charity's data protection policy and will take all steps reasonably necessary to ensure that information about You is treated securely.

9. Third party rights

- 9.1 Except as expressly provided this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

10. Assignment and other dealings

This agreement is personal to the parties and neither party shall assign or transfer any of its rights and obligations under this agreement.

11. Waiver

No failure or delay by a party to exercise any right or remedy provided under this 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.

12. Severance

- 12.1 If any provision or part-provision of this 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 this agreement.
- 12.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. Entire agreement

13.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14. Notices

14.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be delivered to the address of each party specified at the head of this agreement.

15. Governing law

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

16. Jurisdiction

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

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| <p>1. WARNING – by signing this contract You are creating legal relations which require amongst other matters for You to pay a minimum Sponsorship Sum of £149.00 to the Charity, regardless of whether You manage to raise or collect that sum in sponsorship or donations or whether You participate in the Event. That sum must be paid by You in the time period stipulated by this agreement.</p> <p>2. DO NOT ENTER INTO THIS AGREEMENT IF YOU DO NOT WISH TO BE BOUND BY ITS TERMS</p> |
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