

Terms and Conditions for 'Sponsors' of This Is Wrexham (thisiswrexham.co.uk)

These Terms and Conditions ("Terms") govern the relationship between 'This Is Wrexham' (referred to as "TIW", "we", "us", or "our") and any individual, company, or organisation ("Sponsor", "you", or "your") that enters into a sponsorship agreement with TIW for the purpose of promoting their brand, products, or services on the thisiswrexham.co.uk website and associated platforms.

By agreeing to sponsor TIW, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1. Definitions

- **Sponsor:** The individual, company, or organisation entering into a sponsorship agreement with TIW.
- **TIW Platforms:** Refers to thisiswrexham.co.uk website, its associated social media channels, newsletters, and any other digital or physical media explicitly agreed upon for sponsorship activation.
- **Sponsorship Package:** The specific bundle of rights, benefits, and deliverables agreed upon by both parties, as detailed in a separate Sponsorship Agreement or confirmed in writing.
- **Sponsorship Fee:** The monetary or in-kind compensation provided by the Sponsor to TIW in exchange for the Sponsorship Package.
- **Intellectual Property (IP):** All patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights¹ in designs, database rights, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, in each case whether registered or unregistered and including all² applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2. Acceptance of Terms

2.1. These Terms, along with any specific Sponsorship Agreement, Order Confirmation, or written proposal, constitute the entire agreement between the Sponsor and TIW.

2.2. By remitting payment or providing in-kind consideration for a Sponsorship Package, the Sponsor explicitly accepts these Terms.

3. Sponsorship Packages and Deliverables

3.1. The specific details of the Sponsorship Package, including but not limited to, the type of promotion (e.g., banner ads, featured content, social media mentions), placement, duration, and any exclusivity rights, will be outlined in a separate Sponsorship Agreement or confirmed in writing (e.g., via email or a formal proposal).

3.2. TIW will use its reasonable endeavours to deliver the Sponsorship Rights as agreed. All rights not expressly granted to the Sponsor are reserved by TIW.

3.3. The Sponsor acknowledges and agrees that TIW may enter into sponsorship arrangements with other third parties, and unless expressly stated otherwise in the Sponsorship Agreement, the Sponsor's rights are non-exclusive.

4. Sponsorship Fees and Payment

4.1. The Sponsorship Fee, payment schedule, and accepted payment methods will be specified in the Sponsorship Agreement or confirmed in writing.

4.2. Unless otherwise agreed, all Sponsorship Fees are payable in GBP (£) and are exclusive of VAT (if applicable). The Sponsor is responsible for any applicable taxes, duties, or other transactional costs.

4.3. In the event of late payment, TIW reserves the right to charge interest on overdue amounts at a rate of 4% above the Bank of England base rate, compounded daily.

4.4. No refunds will be provided for cancelled Sponsorship Packages once an Order Confirmation has been issued, unless otherwise agreed in writing by TIW.

5. Sponsor Obligations

5.1. The Sponsor shall provide all necessary materials (e.g., logos, ad creatives, content) in the agreed-upon format and by the specified deadlines.

5.2. The Sponsor warrants that all materials provided to TIW:

- a. Are accurate, complete, true, and not misleading.**
- b. Do not infringe upon the Intellectual Property rights of any third party.**
- c. Comply with all applicable laws, regulations, and advertising standards in the UK, including but not limited to, those related to consumer protection, data protection (GDPR), and advertising (e.g., ASA codes).**
- d. Are free from viruses, malware, or any other harmful code.**
- e. Do not contain any content that is offensive, defamatory, discriminatory, or otherwise inappropriate or damaging to the reputation of TIW or Wrexham.**

5.3. TIW reserves the right to review, amend, edit, or withdraw any material provided by the Sponsor if it reasonably believes that the material may make TIW liable to any complaint,

claim, or proceedings, or if it deems the material unsuitable. TIW's decision in this regard is final.

5.4. The Sponsor shall indemnify and hold TIW harmless from and against all costs, claims, demands, proceedings, liabilities, losses, actions, damages, and expenses (including reasonable legal fees) whatsoever made against or incurred by TIW as a result of, related to, or arising in connection with:

- a. Any breach of the Sponsor's warranties or obligations under these Terms.**
- b. The use, reproduction, publication, distribution, or transmission of the Sponsor's materials.**
- c. Any error in publication, late publication, non-publication, or failure of any cause whatsoever, unless solely due to TIW's gross negligence.**

6. Intellectual Property Rights

6.1. All Intellectual Property Rights in the Sponsor's Marks (e.g., logos, trademarks), including any goodwill associated with them, shall remain the sole and exclusive property of the Sponsor.

6.2. The Sponsor grants TIW a non-exclusive, royalty-free, sub-licensable right to use the Sponsor's Marks for the delivery of the Sponsorship Rights and⁴ for the promotion of the sponsorship arrangement itself, throughout the duration of the Sponsorship Agreement.

6.3. All Intellectual Property Rights in and to any materials produced by or on behalf of TIW, or jointly by TIW and the Sponsor (excluding the Sponsor's Marks), shall be the sole and exclusive property of TIW.

7. Data Protection

7.1. Both parties shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018, in relation to any personal data processed in connection with the sponsorship agreement.

7.2. If the sponsorship involves the collection or processing of personal data (e.g., through lead generation, competitions), the parties shall agree on specific data processing terms to ensure compliance with data protection laws.

8. Confidentiality

8.1. Neither party shall disclose any information or data of a confidential nature of the other party which is disclosed or otherwise comes into its possession as a result of this Sponsorship Agreement ("Confidential Information").

8.2. This clause does not apply if:

- a. The information is publicly available otherwise than through the default or negligence of the receiving party.**
- b. The receiving party is required to disclose the information by law or an appropriate regulatory authority.**

8.3. Each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised disclosure of Confidential Information has been made.

8.4. Each party must ensure that its employees, subcontractors, or any other partners who may have access to Confidential Information are bound by a non-disclosure clause in the same terms as this clause.

8.5. This confidentiality clause remains in force notwithstanding the expiry or termination of the Sponsorship Agreement.

9. Term and Termination

9.1. The term of the Sponsorship Agreement will be as specified in the Sponsorship Agreement or confirmed in writing.

9.2. Either party may terminate the Sponsorship Agreement immediately by written notice if the other party:

- a. Commits a material breach of these Terms and (if such breach is remediable) fails to remedy that breach within 14 days of 8 being notified in writing to do so.**

- b. Becomes insolvent or enters into any form of insolvency proceedings.**

9.3. TIW may terminate the Sponsorship Agreement immediately if the Sponsor's conduct or the nature of their business is deemed, in TIW's reasonable opinion, to be detrimental to TIW's reputation or brand image ("Morality Clause"). This includes, but is not limited to, engagement in illegal activities, discriminatory practices, or any public scandal. In such an event, TIW shall not be liable for any refund of Sponsorship Fees.

9.4. Upon termination, all rights and obligations of the parties under the Sponsorship Agreement shall cease, except for those provisions which by their nature are intended to survive termination (e.g., confidentiality, intellectual property, indemnity).

10. Limitation of Liability

10.1. Nothing in these Terms limits or excludes TIW's liability for:

- a. Death or personal injury caused by its negligence.**
- b. Fraud or fraudulent misrepresentation.**
- c. Any other liability that cannot be lawfully excluded or limited.**

10.2. Subject to Clause 10.1, TIW's total aggregate liability to the Sponsor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Sponsorship Agreement, shall in no circumstances exceed the total Sponsorship Fees paid by the Sponsor to TIW in the 12 months preceding the event giving rise to the claim.

10.3. TIW shall not be liable to the Sponsor for any:

- a. Loss of profits, sales, business, or revenue.**
- b. Loss or corruption of data, information, or software.**
- c. Loss of business opportunity.**
- d. Loss of 10 goodwill or anticipated savings.**
- e. Indirect or consequential loss.**

11. Force Majeure

11.1. Neither party shall be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by a Force Majeure Event.

11.2. A "Force Majeure Event" means any circumstance attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party, including but not limited to, abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, acts of terrorism, war, civil commotion, strikes, industrial disputes, or failure of a utility service or transport network.

11.3. If a Force Majeure Event prevents either party from performing its obligations for a period of 30 days or more, either party may terminate the Sponsorship Agreement by written notice without liability, and any unutilised portion of the Sponsorship Fee may be refunded at TIW's discretion.

12. Governing Law and Jurisdiction

12.1. These Terms and the Sponsorship Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or the Sponsorship Agreement (including non-contractual disputes or claims).

13. General Provisions

13.1. Entire Agreement: These Terms and the Sponsorship Agreement constitute the entire agreement between the parties and supersede all prior agreements, understandings, or arrangements, whether written or oral, relating to the subject matter of these Terms.

13.2. Severability: If any provision or part-provision of these Terms 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 or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

13.3. Waiver: No failure or delay by a party to exercise any right or remedy provided under these Terms 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.

13.4. Assignment: The Sponsor shall not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under these Terms without the prior written consent of TIW. TIW may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under these Terms.

13.5. Third-Party Rights: A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

13.6. Notices: Any notice or other communication given to a party under or in connection with these Terms shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified²⁴ in the Sponsorship Agreement or otherwise communicated in writing.

14. Contact Information for This Is Wrexham

For any queries regarding these Terms and Conditions or sponsorship opportunities, please contact This Is Wrexham via:

- Email: info@thisiswrexham.co.uk
- Postal Address: c/o The Lemon Tree, 29 Rhosddu Road, Wrexham, LL112LP