

DATED

20[ ]

(1) NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL

AND

(2) [SPONSOR NAME]

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SPONSORSHIP AGREEMENT

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THIS AGREEMENT is made on the

day of

2024

<b>(1) SPONSORED PARTY DETAILS</b>	
<b>Name:</b>	NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL
<b>Address:</b>	Whitwick Business Centre, Stenson Road, Coalville LE67 4JP
<b>[Sponsored Party's Representative:]</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
<b>(2) SPONSOR DETAILS</b>	
<b>Name:</b>	[SPONSOR'S NAME]
<b>Address:</b>	[ADDRESS]
<b>Company Number:</b>	[COMPANY NUMBER]
<b>[Sponsor's Representative:]</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
<b>SCHEDULES INCLUDED IN THIS AGREEMENT</b>	
<b>Schedule 1</b>	Terms and Conditions of Sponsorship Agreement
<b>Schedule 2</b>	Risk Assessment

This agreement is entered into on the date set out above and is made up of this Agreement and the Schedules stated above.

Signed for and on behalf of **North West Leicestershire District Council**

Name and position: **[insert name]**  
**[insert job title]**

Signature: .....

We accept the terms set out in this Agreement including Schedules stated above.

Signed for and on behalf of **[insert name of Supplier]**

Name and position: **[insert name]**  
**[insert job title]**

Signature: .....

## Schedule 1

### TERMS AND CONDITIONS OF SPONSORSHIP AGREEMENT

#### 1. INTERPRETATION:

“Funds”	means the designated purpose for which the Sponsorship Value will be utilised by the Sponsored Party.
“Party”	means the Sponsor or the Sponsored Party (as appropriate) and “Parties” shall mean both of them.
“Risk Assessment”	means the evaluation of potential risks associated with this sponsorship, including the identification and mitigation of such risks.
“Sponsorship Agreement” or “Agreement”	means the contract between (i) the Sponsor and (ii) the Sponsored Party constituted by the Sponsored Party’s countersignature of the Agreement and includes the Agreement and Schedules.
“Sponsorship Value”	means the value of the financial support provided by the Sponsor to the Sponsored Party, specifically [£xxx (x hundred pounds and x pence)].

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 the word ‘including’ shall be understood as meaning ‘including without limitation’.

#### 2. DEFINITION OF SPONSORSHIP

2.1 Sponsorship’ is a contract between parties in which one party contributes to all or part of the delivery of a project or activity, usually in exchange for commercial benefit. This could include financial contributions or value in kind.

2.2 This Sponsorship Agreement is not a way for the Sponsor to be viewed favourably by the Sponsored Party in any other business arrangements they might be a party to.

### **3. TERM AND DETAILS OF THE SPONSORSHIP:**

3.1 This Sponsorship Agreement shall commence on the [add date] and terminate [X] months thereafter.

3.2 The Sponsor agrees to provide sponsorship to the Sponsored Party in relation to [INSERT NATURE OF SPONSORSHIP]. The specific sponsorship details are as follows:

3.2.1 Location: [Location – if applicable]

3.2.2 Description: [Description]

3.2.3 Purpose: [INSERT DETAILS]

3.3 The Sponsor agrees to pay the Sponsorship Value, in accordance with clause 1 to the Sponsored Party for the sponsored [INSERT]. The Sponsored Party agrees that the Funds received under this Agreement will be used in accordance with clause 5.

### **4. SPONSOR'S OBLIGATIONS**

4.1 The Sponsor agrees to:

4.1.1 Provide the Sponsorship Value as agreed in clause 1 to the Sponsored Party.

4.1.2 Provide recognition of the Sponsored Party by placing a prominent sign, branding or plaque acknowledging the sponsorship as agreed.

4.1.3 Provide marketing materials or promotional support to enhance the visibility and impact of the sponsorship as agreed.

4.1.4 Provide and supply any products, services and experiences promised as part of the agreement.

4.1.5 Ensure all sponsorship activities comply with relevant laws, regulations and industry standards, including Sponsored Party's internal policies.

4.1.6 Uphold ethical standards and practices and avoid any activities that would harm the reputation of either party.

4.1.7 Designate a point of contact with the Sponsored Party.

### **5. SPONSORED PARTY'S OBLIGATIONS:**

5.1 The Sponsored Party agrees to:

[Insert / remove provisions below as relevant]

5.1.1 Use the Sponsorship Value paid in accordance with this agreement for [INSERT].

- 5.1.2 [At the sole determination of the Sponsored Party, provide recognition to the Sponsor's support by placing a prominent sign or plaque acknowledging the sponsorship, and attributing the Sponsor's name.]
- 5.1.3 [At the discretion of the Sponsored Party, acknowledge the sponsorship by inserting a place on the Council's website at <https://www.nwleics.gov.uk/> attributing the Sponsor's name.]
- 5.1.4 [At the discretion of the Sponsored Party, provide the Sponsor with periodic updates on the use and status of the sponsorship.]
- 5.1.5 [Include any additional obligations or expectations of the Sponsored Party]

## **6. PAYMENT OF SPONSORSHIP VALUE**

The Sponsor accepts the risks and obligations as set out in this agreement and as such, shall not be entitled to any refund of the Sponsorship Value once this agreement takes effect. Once paid, the Sponsorship Value shall be non-refundable.

## **7. OBJECTIVES AND BENEFITS:**

7.1. Objectives: The Objectives of this sponsorship agreement are to **[INSERT]**.

7.2. Benefits: The Parties recognise that this sponsorship will benefit the community by **[INSERT]**.

## **8. DURATION:**

This Agreement shall be effective as of the Start Date written above and shall remain in effect for a period of **[12 months]** unless otherwise terminated or extended by mutual agreement of the Parties.

## **9. DECLARATION OF CONFLICTS OF INTEREST:**

9.1 Both Parties acknowledge that by entering into this Agreement, there should be no conflict between the key aims and core values of the Council and those of the Sponsor.

9.2 The Sponsor agrees to this agreement being reviewed by the Council annually to check for the possibility of a conflict of interest.

9.3 By signing this agreement, the Sponsor hereby declares that it does not have any personal interests, involvement, or conflicts of interest with the Council, its Officers or Elected Members that may compromise the impartiality and integrity of this sponsorship.

9.4 If any potential or actual conflicts of interest arise during the term of this Agreement, the Sponsor shall promptly disclose them in writing to the Sponsored Party setting out the details of such conflict. The Sponsored Party shall then have sole discretion to determine as to whether the Agreement shall continue.

9.5 The Sponsored Party shall have full discretion to refuse or terminate this Sponsorship Agreement where, during the term of this Agreement, the Sponsor:

- 9.5.1 Has a current development application, licensing application or planning matter before the Sponsored Party, or the Sponsored Party is aware of the possibility of an application or matter coming before it in the near future;
- 9.5.2 Is, or is likely to be, subject to regulation, inspection or enforcement action by the Sponsored Party which may impose or imply conditions; and where the Sponsorship Agreement may limit the Sponsored Party's ability to carry out its functions fully and impartially.
- 9.5.3 Is in dispute with the Sponsored Party or where there is pending or active legal action.
- 9.5.4 Is in contract negotiation with the Sponsored Party where this Agreement may be viewed as endorsement of such contract.

## **10. RISK ASSESSMENT:**

- 10.1 The Parties acknowledge the importance of conducting a Risk Assessment related to this sponsorship, as set out in Schedule 2.
- 10.2 The Sponsor acknowledges that the Sponsored Party must carry out a satisfactory Risk Assessment before entering this Agreement.

## **11. TERMINATION**

- 11.1 Either Party may terminate this Agreement in whole at any time by notice in writing to the other party to take effect on any date falling at least  working days later than the date of service of the relevant notice.
- 11.2 Either party may at any time by notice in writing request that any sponsorship recognition attributed to them may be removed and/or taken down.
- 11.3 The Sponsored Party may terminate this Agreement in accordance with clause 9.5.

## **12. FORCE MAJEUR**

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **13. DISCLAIMER:**

- 13.1 Acceptance of this sponsorship does not imply endorsement of products and services by Sponsored Party.
- 13.2 The Sponsored Party reserves the right to withdraw this sponsorship with no guarantee of refund at any time to meet the demands of unexpected circumstances. This includes, but is not limited to:

- 13.2.1 Force majeure, as explained at clause 12.

13.2.2 Periods of heightened sensitivity and/or developments following the recognition of the sponsorship.

**14. MONITORING AND REVIEW:**

Parties acknowledge that it is possible during the currency of this Agreement that circumstances and the values of one or more of the Parties may change, meaning that the relationship is no longer appropriate. To accommodate such circumstances the Sponsored Party will regularly monitor and review this arrangement.

**15. GOVERNING LAW:**

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

**16. ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding between the Parties, supersedes all prior or contemporaneous agreements or understandings, and may only be amended in writing and signed by both Parties.



## Schedule 2

### Risk Assessment

**The below Risk Assessment must be completed by a representative of the Council in advance of executing any Sponsorship Agreement.**

**If you are unable to answer 'yes' to all the below questions, or conclude the risks are unacceptably high or the Council is receiving minimal value from the proposal, the Council should discontinue consideration of the proposal at this stage.**

Question	Yes	No
1. Does the proposed Sponsorship Agreement comply with the Council's Corporate Advertising and Sponsorship Policy?		
2. Are you assured that the sponsorship benefits for the third party do not outweigh the level of sponsorship?		
3. Are you assured that the type or form of sponsorship is not inconsistent with the objectives or needs of the Council?		
4. Are you assured that the sponsorship proposal does not anticipate explicit endorsement of the sponsor or sponsor's products?		
5. Are you assured that no conflict of interest arises from the sponsorship?		
6. Do you have the capacity of to provide adequate resources and facilities to meet the terms of the proposed agreement?		
7. Has the proposal been reported to the relevant Head of Service?		
8. Is the proposed sponsor in any of the prohibited industry categories as set out in the policy under '5.0 General Principles'?		
9. Are you satisfied that there are no ethical concerns relating to the proposed sponsor that should be considered?		