

# RIDERS SPONSORSHIP AGREEMENT

## 2018/19 SEASON



THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

BETWEEN:

RIDER'S DETAILS ("the Rider")
Name of Rider:
Address:
Contact Tel Number:
Contact Email Address
NB. (It is important that you provide this information in case of any queries regarding this sponsorship agreement)

SPONSOR'S DETAILS ("the Sponsor")
Name of Sponsor:
Address:
Contact Tel Number:
Contact Email Address:
Nature of Business:
Name/Logo/Products: (to appear on the available branding sites)

**REGISTRATION FEE:** The PPA registration fee of £58.80 (incl. VAT) will be deducted from the sponsorship monies received.

Please Note: No purchases will be made until sponsorship monies are received in full.

NOW IS IT AGREED as follows: -

### 1. Definitions

The following words shall have the following meanings.

- 1.1 **"the PPA"** means the Point-to-Point Authority Limited.
- 1.2 **"the Stakeholder"** shall mean the Point-to-Point Authority Limited.
- 1.3 **"the Designated Bank Account"** shall mean the PPA Riders Sponsorship Bank Account.
- 1.4 **"the Branding Sites"**: the sites on clothing worn by Riders, when riding at Point-to-Point race meetings only.
- 1.5 **"the Fees"**: the payments to be made by the sponsor to the Stakeholder.
- 1.6 **"the Rules and Regulations"** shall mean the Rules of Point-to-Point Racing as defined by the British Horseracing Authority.
- 1.7 **"Sponsor's Advertising Material"**: that material containing the sponsor's logo advertising the products or services.
- 1.8 **"the Season"** the 2017/2018 Point-to-Point Season (1st July 2018 to June 30th 2019)

## 2. Grant of Rights

Subject to registration with and approval of this agreement with the PPA in consideration of the payments to be made by the sponsor to the Stakeholder on behalf of the Rider, the Rider will during the season:

- 2.1 wear the Sponsor's advertising Material on any of the Branding Sites when engaged to ride at all Point-to-Point race meetings subject to the owner's right of non-participation.
- 2.2 allow the Sponsor to use the approved image and name of the Rider in the promotion and advertising of the products/services by any means that is lawful and reputable and within any media.
- 2.3 The Rider agrees to display the sponsors advertising on at least ONE branding site.
- 2.4 There shall be **three** branding sites only available on Riders breeches as follows;
  - 2.4.1 Thigh site **Two** identical sites, each of 32 sq. inches (209 sq. cm), each site placed on outer sides of breeches, positioned between hip and knee (either one or both thighs will count)
  - 2.4.2 Coccyx site **One** site of 10 sq. inches (64 sq. cm), placed on rear of breeches, at base of spine.
  - 2.4.3 Neck site **One** site of 6 sq. inches (38.5 sq. cm), placed on the stock centre front of clothing.

## 3. The Fees and Expenses

The sponsor agrees to pay the following amount to the Stakeholder (which is non-repayable): a minimum fee for the Season of £350 and a maximum fee of £950 to the Stakeholder.

## 4. Sponsor's Obligations

The Sponsor:

- 4.1 will pay funds to the stakeholder at such times as will enable the stakeholder to effect payment of the fees set out in clause 3 above at the times indicated.
- 4.2 will forthwith apply to register this agreement and the Sponsor's Advertising Material for approval with the PPA and will notify the Rider once registration has taken place and approval granted.
- 4.3 confirms that it is the sole owner of or controls all copyright and any other rights in the Sponsor's Advertising Material to be used and that any use by the Rider or on his/her behalf under this agreement of the Sponsor's Advertising Material will not expose him/her to any criminal or civil proceedings
- 4.4 confirms that it has full title and authority to enter into this agreement and is not bound by any previous agreement which already affects this agreement and that it has the necessary power to grant the rights granted hereunder in the Sponsor's Advertising Material as contemplated hereunder which will not be in breach of any rights of any third party.

## 5. Assignment

Neither party will be entitled to assign this agreement to any other party during the 2018/2019 Point-to-Point season unless the Rider is refused an RQC at the beginning of that season.

## 6. Termination

- 6.1 In addition to any other rights and remedies that the Rider may have this agreement may be terminated by giving written notice to the sponsor in the following circumstances:
  - 6.1.1 where the sponsor is in material breach of any of its obligations or agreements hereunder which is or are not capable of remedy; or
  - 6.1.2 where the sponsor is in material breach of its obligations or agreements hereunder which are capable of remedy and fails or refuses to remedy such breach after receiving written notice requiring it to do so within 14 days from the date of such notice (and the Rider shall not be obliged to carry the Sponsor's Advertising Material during such 14 days); or
  - 6.1.3 where the sponsor goes into voluntary or involuntary liquidation, is declared insolvent either in bankruptcy proceedings or other legal proceedings, reaches agreement with its creditors due to its inability or failure to pay its debts as they fall due and/or has a receiver appointed over the whole or part of the sponsor's business
- 6.2 In addition to any other rights and remedies that the sponsor may have this agreement may be terminated by giving written notice to the Rider in the following circumstances:

- 6.2.1 where the Rider is in material breach of his/her obligations or agreements hereunder which is or are capable of remedy; or
- 6.2.2 where the Rider is in material breach of his/her obligations or agreements hereunder which is or are capable of remedy and fails or refuses to remedy such breach after receiving written notice requiring him/her so to do within 14 days from the date of such notice (and no payment shall be made to the Rider under clause 3, above, during the 14 days); or
- 6.2.3 where the Rider is a Disqualified Person (as defined in the Rules of Racing)

**7. Indemnity**

Each party undertakes to indemnify the other party against all liabilities, claims, demands, actions, costs (including reasonable legal fees), damages or losses suffered by such parties arising directly or as a result of any breach or non-performance by the indemnifying party of the obligation contained in this agreement.

**8. Force Majeure**

In the event that this agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of the Rider including such events as injury, illness, abandonment of race meetings, war, industrial action, floods, Acts of God, unforeseen technical failures, then such non-performance or failure to fulfil its obligations shall be deemed not to be in a breach of this agreement and shall not render the Rider liable to the sponsor in respect of the same.

**9. Confidentiality**

Save for the registration with the PPA as required under the Code, each party agrees with the other that it will maintain as confidential and will not make any unauthorised use of any private or confidential information about the other party and its business or its private and financial affairs that may come into its possession as the case may be.

**10. Governing Laws**

This agreement shall be constructed and enforced in accordance with the Laws of England and Wales who's Courts shall be the sole courts of jurisdiction.

**11. Miscellaneous**

- 11.1 Nothing in this agreement is intended nor shall create any partnership between the parties hereto.
- 11.2 The Rider gives no warranty hereunder that he/she will ride in any minimum number of races during the Period, but confirms that it is his/her intention where practicable and possible to accept all suitable rides offered to him/her during the Season.
- 11.3 The Stakeholder will, at the end of the season or at any time upon written request, email the Rider details of the expenditure. In the event of a balance of funding being left over at the end of the season this will be carried over to the next season. In the event the Rider no longer participates in Point-to-Point races he/she may nominate another Rider to whom the balance may be transferred.

IN WITNESS whereof the parties have hereunto set their hands the day and year first above written

SIGNED BY: (the Rider)	Signature:
In the presence of:	Signature:
SIGNED BY: (for and on the behalf of the sponsor)	Signature:
In the presence of:	Signature: